



DOUGLAS COUNTY, KANSAS
Administrative Services
Division of Purchasing
1100 Massachusetts, Unit 5
Lawrence, KS 66044-3064

RFP NO: 13-F-0014
DATE: July 19, 2012
PURCHASING DIRECTOR:
Jackie Waggoner, CPPB, C.P.M.
PHONE NO: (785) 832-5286
FAX NO: (785) 838-2480
EMAIL: jwaggoner@douglas-county.com

RETURN RFP NO LATER THAN: August 16, 2013
OPENING DATE: August 16, 2013
OPENING TIME (Central Time): 3:00 p.m.

RETURN RFP TO:
Douglas County Clerk's Office
1100 Massachusetts
Lawrence, KS 66044

DESCRIPTION: Feasibility Study Services for Northeast Kansas Food Hub

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? **YES** **NO** . If yes, please complete information below.

VENDOR TERMS: _____ % DISCOUNT PERIOD _____ DAYS NET _____ DAYS

MUST BE SIGNED TO BE VALID

COMPANY:

DATE:

MAILING ADDRESS:

PHONE:

CITY:

STATE:

ZIP:

EMAIL:

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED REPRESENTATIVE:

BY

THE BOARD OF COUNTY COMMISSIONERS

Mike Gaughan, Chairman
Nancy Thellman, Member
Jim Flory, Member

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1. General Requirements

Douglas County, Kansas is soliciting proposals for an experienced consultant to conduct a feasibility study for a regional food hub serving 16 counties in northeast Kansas.

1.1 Project Summary

Douglas County is soliciting proposals from qualified individuals or firms to complete a feasibility study for a regional food hub serving northeast Kansas. The study area would encompass 16 counties in northeast Kansas: Wyandotte, Johnson, Douglas, Leavenworth, Jefferson, Atchison, Brown, Nemaha, Doniphan, Shawnee, Franklin, Osage, Miami, Jackson, Pottawatomie, and Wabaunsee.

The feasibility study would provide market analysis for an aggregation, storage, and distribution facility for our regionally-produced foods. The regional food hub feasibility study will provide critical market data for our regional food system, enable future investment in rural agriculture and food infrastructure businesses, and provide a replicable model for similar studies statewide.

The feasibility study would be conducted in cooperation with the Douglas County Food Policy Council, regional producers, institutional food buyers, and interested stakeholders. Oversight for this project will come from the Douglas County Sustainability Coordinator and the Food Policy Council.

1.2 Contact Information

All inquiries concerning this request are to be directed to Jackie Waggoner, Division of Purchasing, (785) 832-5286, jwaggoner@douglas-county.com. Inquiries requiring a formal interpretation of the RFP must be submitted in writing to Douglas County Purchasing by e-mail at the e-mail above no later than **5:00 p.m. (CT), August 2, 2013**. Written responses will be distributed in the form of an addendum no later than **August 8, 2013** to all parties who submitted an e-mail with subject line "Intent to Submit: RFP 13-F-0014" and include key contact information.

1.3 Insurance

The awarded bidder will be required to purchase and maintain Comprehensive General Liability Insurance during the life of the contract with limits of not less than those set forth below:

Comprehensive General Liability Insurance:

A minimum of bodily injury liability limits of \$500,000 each occurrence, property damage liability of \$100,000 each occurrence, and \$100,000 aggregate with respect to those coverages subject to an aggregate limit.

The awarded contractor must furnish an insurance certificate to the county indicating such coverage.

Workers' Compensation Insurance: Statutory coverage.

The awarded bidder shall provide the county with Certificate of Insurance evidencing the coverage required above. Bidder must provide certification of insurance before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

1.4 Travel

Statement of Work includes ALL COSTS required for the successful completion, including meals, travel, lodging, and per diem for the staff needed.

1.5 Vendor Qualifications

Bidders will be evaluated based upon previous work experience, demonstrated experience in conducting agriculture and food hub business feasibility studies, successful examples of work, the ability to complete the project during the contract period, and other criteria as outlined below (see Evaluation Criteria).

Each bidder may be required to show that the bidder has handled former work and has no just claims pending against such work. No proposal will be accepted from a bidder who is engaged on any work which would impair the bidder's ability to perform this project.

1.6 Submission

Proposals must be submitted to the **Douglas County Clerk, 1100 Massachusetts (1st floor), Lawrence, KS 66044-3095** by the date and time indicated on the cover page and signed by an authorized agent of the submitting firm. Individuals and firms responding must submit seven (7) paper copies of their proposal and one (1) electronic copy on CD/flash drive.

1.7 Opening

Proposals will be opened at the date, time, and place listed on the cover page. Proposals are not made public record until an award has been made.

1.8 Kansas Legal Requirement

If the successful bidder is a corporation organized outside the State of Kansas, it will be necessary to qualify with the Secretary of State of Kansas to do business within the State (K.S.A. 17-7301 K.S.A. seq.). Nonresident individuals or partnerships and nonresident corporations not already registered with the Secretary of State are required to register with the Director of Revenue, to file a bond to assure payment of taxes, and to pay a fee of \$10 for each contract or subcontract with exceeds \$3,000 (K.S.A. 79-1008 to 79-1015).

Nonresident contracts are required to appoint an agent for service of process who is a resident of the county in which the work is to be performed. It is unlawful for any payment to be made until

the appointment of a local agent has been filed with the Clerk of the District Court (K.S.A. 16-113).

1.9 Ambiguity, Conflict, Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP he/she shall immediately notify Douglas County in writing of such error and request a modification or clarification of the document. Modifications will be issued in the form of an addendum and distributed to all interested parties.

1.10 Project Timetable

Bidders are required to identify their projected timeframe to prepare a regional food hub feasibility study. Due to the timeline established with USDA and the Kansas Health Foundation funders, the project must be completed no later than June 1, 2014.

1.11 References

Interested bidders must provide a minimum of three (3) references where you or your company has prepared a feasibility study comparable in size and requirement as described herein. References should include 1) name of organization, 2) preparation date, 3) contact name, address and telephone number.

1.12 Related Work

Awarded vendor will be responsible to coordinate all aspects of their work with the Douglas County Sustainability Coordinator and Douglas County Food Policy Council.

1.13 Termination Process

Termination for Convenience: The County may terminate this contract, in whole or in part, without showing cause, by giving written notice to the Contractor stating when the termination shall become effective. The County shall pay all reasonable cost incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned to the date of termination.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, payment will be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to any cost incurred by the Contractor up to the date of termination. However, revenue generated up to the date of termination must be paid by the Contractor.

1.14 Evaluation Process

The selection committee will evaluate the proposals according to the criteria listed below. The proposals will be ranked, and the highest-scoring individuals or firms will be selected for in-person interviews. Once a top-ranked individual or firm is established, the selection committee will recommend one firm to the Board of County Commissioners to provide the County the services required in this RFP. The Board of County Commissioners reserves the right to accept

or reject any proposal, all or part of any proposal, and to waive minor technicalities in proposals received.

1.15 Evaluation Criteria

Evaluation criteria considered by the selection committee will include:

No.	Criteria	Score
1	Complete proposal and overall presentation	10
2	Demonstrated understanding of the proposed project and key project stakeholders.	15
3	Effectiveness of project approach and methodology	30
4	The ability of the consultant to complete the proposed project on time and on budget given approach and methods.	20
5	Experience performing similar projects.	15
6	Strength and credibility of references	10
TOTAL		100

1.16 Cost

The overall cost of your firm's professional services to develop a regional food hub feasibility study and final report. *A general budget for the project has been established at \$68,250.* The project is funded by the following partners: USDA Rural Business Enterprise Grant Program (\$58,250), Kansas Health Foundation (\$10,000), and in-kind staff time contribution of Douglas County Sustainability Coordinator (\$16,750).

1.17 Contract Award

Award will be based on the County's evaluation of the proposals as determined under the evaluation criteria, and approved by the Board of County Commissioners.

1.18 Payment

Payment will be made within thirty (30) days of acceptance of the Work. Invoices should be submitted to Douglas County Purchasing, 1100 Massachusetts, Lawrence, KS 66044-3064. The County may agree to progress payments based upon percentage of work completed. This will be finalized with the awarded Contractor.

1.19 Prime Contractor

If the proposal is based on a combination of services from more than one vendor or corporate entity, one vendor shall be designated in the proposal as the "Prime Contractor". The contract will be awarded only to the Prime Contractor who will be held responsible for the performance of all the vendors participating in the project. The Prime Contractor will be responsible for all aspects of service.

1.20 Negotiations

Following review of the proposals and possible oral presentations, the County intends to enter contract negotiations with the selected consultant. Negotiations may include any aspect of

service and fees. If negotiations are unsuccessful within a reasonable period of time, the County may open negotiations with the next bidder being considered.

1.21 Selection Committee

Nancy Thellman, County Commissioner
Eileen Horn, Sustainability Coordinator
Britt Crum-Cano, Economic Development Coordinator
Jackie Waggoner, Douglas County Purchasing Director
Chair and/or Vice Chair of the Douglas County Food Policy Council

1.22 Timetable

The following timetable is tentative and the selection committee reserves the right to modify as needed:

Event	Date
Issue RFP	July 19, 2013
Final date to submit questions to Division of Purchasing	August 2, 2013
Distribution of questions responses to interested parties	August 8, 2013
Closing Date (last day to accept proposals)	August 16, 2013
Review of proposals and selection of firms for interview	Week of Aug. 19-23, 2013
Interviews and discussion of proposal with finalist – may include negotiations	Week of Sept. 9, 2013
Complete Evaluation Process	Week of Sept. 16, 2013
Present Recommendation to Board of County Commissioners & Finalize Contract	Weeks of Sept 23 rd & 30 th

1.23 Statement of Non-Discrimination

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#) (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities and you wish to file either an EEO or program complaint please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

Persons with disabilities, who wish to file a program complaint, please see information above on how to contact us by mail directly or by email. If you require alternative means of communication for program information (e.g., Braille, large print, audiotape, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

1.24 Pricing

All prices proposed shall be valid for ninety (90) days from closing date.

1.25 Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable and devoted to the successful accomplishment of work to be performed under this Contract.

If key personnel changes are made the awarded Contractor shall immediately notify contract administrators with each participating entity (contact information will be provided). Awarded Contractor must ensure personnel changes to be with personnel of substantially equal ability and qualifications. The County reserves the right to not accept key personnel changes.

2. Specifications

Northeast Kansas Regional Food Hub Feasibility Study Project Description

Project Background

In 2009, the Douglas County Commission appointed 20 stakeholders to the Douglas County Food Policy Council (FPC), the first of its kind in Kansas. www.douglas-county.com/sites/fpc

The FPC develops policies to support the local and regional food economy, rural agricultural producers, and consumers' access to locally-grown food. Through our research and engagement of farmers, ranchers, value-added food producers, Farmers Market vendors, grocers, chefs, school food service directors, and food insecurity service agencies, a key theme has emerged:

Demand for local foods in our communities is significantly stronger than our current supply. Farmers currently sell direct-to-consumers through markets, CSAs, and to a handful of grocers and restaurants. However, this retail pricing structure and limited distribution system prohibits the participation of large food buyers such as chain grocers, school districts, universities, and hospitals. These wholesale customers represent a large unmet demand for locally produced goods, providing a significant market for small and mid-sized rural producers to scale up their production to meet.

Despite this potential, our regional food system's growth is constrained. Producers are hesitant to scale up due to lack of availability of secure markets and resource constraints that prevent such scaling. Producers struggle to both run their farm business and build a market for their products at the same time. Wholesale and large customers hesitate to commit to local producers because they lack critical mass to meet their needs and the systems to ensure consistent supply of quality and quantity. This chicken-and-egg situation has persisted for years, stymieing the growth of a potential robust local food system in our region.

Over the past three years, the Douglas County Food Policy Council, partner organizations, and stakeholders in our community have explored solutions to grow our regional food system. One such solution that has emerged as a national best practice is a "food hub," a business model that "centralizes the business management structure to facilitate the aggregation, storage, processing, distribution, and/or marketing of locally/regionally produced food products" (USDA). By offering a combination of services, food hubs make it possible for producers to gain entry into new markets, distribute their products more efficiently, and focus on growing, rather than marketing, their products.

In the spring of 2013, Douglas County applied for and received two grants towards the completion of a regional food hub feasibility study. The USDA Rural Business Enterprise Grant program will fund \$58,250, and the Kansas Health Foundation will fund \$10,000 towards the completion of the study. The County has partnered to offer in-kind staff time commitment for the County Sustainability Coordinator in the amount of \$16,750. http://www.douglas-county.com/depts/ad/su/docs/pdf/su_foodhubgrantapp.pdf

Scope of Work

A Northeast Kansas Food Hub Feasibility Study would test the viability of a regional food hub in 16 counties in northeast Kansas. The feasibility study would provide market analysis for an aggregation, storage, and distribution facility for our regionally-produced foods.

The Food Hub Feasibility Study Project will serve rural areas in the following 16 counties in northeast Kansas: Wyandotte, Johnson, Douglas, Leavenworth, Jefferson, Atchison, Brown, Nemaha, Doniphan, Shawnee, Franklin, Osage, Miami, Jackson, Pottawatomie, and Wabaunsee. These counties were chosen for their proximity to growing markets for local food in northeast Kansas.

The proposal must address how the consultant expects to achieve the following important components of the study:

1. **A current and potential demand analysis** will identify food manufacturing, wholesale, retail and distribution opportunities that could draw on the region's supply. Included in this analysis should be prospective food manufacturing, wholesale distribution customers, retail customers, restaurants, hotels and institutional food service providers. The analysis should evaluate the potential opportunities and challenges for these organizations to do business with local food producers. Finally, the analysis should provide information on the business methods of the different potential customers -- Purchasing procedures, product quality specifications, minimum volume and packaging requirements, and food safety requirements.
2. **A current and potential supply analysis** will identify producer capacity and existing infrastructure in the region. The number and characteristics of rural food producers and food entrepreneurs, and current productive capacity of products such as fruit, vegetable, dairy, and protein products will be measured. The potential supply analysis will assess the number of acres of production growers could supply/add in the next five years, grower interest in seasonal extension and for which crops, and interest in expanding production to new or different products. Identified gaps will inform future supports for rural agricultural producers to scale up.
3. **Alternative feasible operating models** will be provided based on the foregoing analyses with a ranking of most successful based on clearly stated assumptions about location, financial analysis, business models and operation scales.
4. **An economic impact analysis** will be conducted to evaluate the external economic impact of the food hub, addressing the value of additional production, generation of jobs, multiplier effects on the local economy, and state/local tax revenue generation.

Deliverables

- A final report delivered to the Douglas County Food Policy Council and Douglas County Commission by June 2014.
- A minimum of two presentations at public meetings of the Douglas County Commission.
- Documentation of significant stakeholder engagement in the process of data collection (surveys, open public meetings), data analysis, and final review of report.

- Close collaboration with the Food Policy Council and Sustainability Coordinator, including monthly progress reports to the Council.
- Close collaboration with the Greater Kansas City Food Policy Coalition and their efforts towards a KC Metro Regional food hub feasibility study (planned to begin late summer 2013).

Project Management: The consultant will provide monthly progress reports to the Food Policy Council and Sustainability Coordinator, identifying any challenges affecting the project and plans to address identified challenges.

We envision a highly collaborative process whereby the consultants, Douglas County Food Policy Council, Sustainability Coordinator, and key stakeholders (producers, institutional food buyers, regional distributors) would engage in an iterative process of study design, data collection, and analysis.

CONTRACT TERMS

The Selection Committee will negotiate contract terms upon selection. Contractor must agree to abide by all federal certificates and assurances as funding for this program is partially from USDA RBEG program.

3. Proposal Checklist

Bidders are required to supply each item identified on this list in the order specified to qualify for the evaluation process.

NO	ITEM DESCRIPTION	NO. OF COPIES
1	Cover letter signed by an individual authorized to bind their proposal.	7
2	Vendor experience: Describe the firm's experience and capabilities in providing similar services to those required. Be specific and identify other projects, dates, and results.	7
3	Staff experience: Provide resumes describing the educational and work experiences for each of the <u>key staff</u> who would be assigned to the project.	7
4	Proposal: Provide a detailed outline of your approach to meet the stated specifications. Be sure to demonstrate an overall understanding of the project, an explanation of your firm's approach to the project, and description of methodology for each phase of the work.	7
5	Project Timetable: Include a timeline to perform this project including estimated commencement, key decision and completion dates. The County expects the consultant to remain committed for the duration of the project. The final feasibility study is due NO LATER than June 2014.	7
6	Cost: The overall cost of your firm's professional services to develop a regional food hub feasibility study and final report. <i>Not to exceed \$68,250.</i>	7
7	References: A list of organizations, including points of contact (name, address, and telephone number), which can be used as references for work performed in the area of service required. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.	7
8	Identify any sub-contracts (if applicable)	7

4. Terms and Conditions

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by Douglas County within this proposal document. Douglas County reserves the right to accept or reject any or all proposals received.
 2. **DEFINITIONS AS USED HEREIN:**
 - a. The term “proposal request” means a solicitation of a formal sealed proposal.
 - b. The term “proposal” means the price offered by the bidder.
 - c. The term “bidder” means the offerer or vendor.
 - d. The term “County” means Douglas County, Kansas.
 - e. The term “Board of County Commissioners” or “BOCC” means the governing body of Douglas County, Kansas.
 3. **COMPLETING PROPOSALS:** It is preferred that proposals be submitted on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed by the authorized bidder and required information must be provided.
 4. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the proposal information prior to the opening. Supporting documents and/or descriptive literature may be submitted with the proposal or in a separate envelope or container marked “literature for RFP (Number).” Do not indicate proposal prices on literature.
- inspection by the general public in accordance with the Kansas Open Records Act.
5. **ACCURACY OF PROPOSAL:** Each proposal is publicly opened is made a part of the public record of the County. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
 6. **SUBMISSION OF PROPOSAL:** Proposals are to be sealed and submitted to the Douglas County Clerk’s Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, KS 66044, prior to the date and time indicated on the cover sheet. Facsimile or FAX proposals are accepted only when it is so indicated in the documents.
 7. **ADDENDA:** All changes in connection with this proposal will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the proposal.
 8. **LATE PROPOSALS, CHANGES OR WITHDRAWALS:** Proposals received after the deadline designated in this document shall not be considered and shall be returned unopened. **Douglas County does not receive a morning mail delivery from the U.S. Post Office. Mailed proposals should be posted in time to arrive at Douglas County the day before the scheduled opening.**

All proposals and supporting documents become public information after the contract has been awarded and are available for public

Proposals may be changed or withdrawn prior to the opening. All such transactions must be submitted in writing and received by the County Clerk’s Office prior to the deadline. Changes or withdrawals may be made after the deadline only with the approval of the Board of

County Commissioners. After opening, no changes in prices or other provisions of proposals prejudicial to the interest of the County or fair competition shall be permitted.

9. **PROPOSALS BINDING:** All proposals submitted shall be binding upon the bidder if accepted by the County within ninety (90) calendar days after the opening.

10. **EQUIVALENT PROPOSALS:** When brand or trade names are used in the proposal invitation, it is for the purpose of item identification and to establish standards for quality, style, and features. Proposal on equivalent items of substantially the same quality, style, and features are invited unless items are marked "No Substitute." Equivalent proposals must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.

11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class, in every respect and suitable for their intended purpose. All equipment shall be assembled, fully serviced and ready for operation when delivered.

12. **WARRANTY:** Products or services furnished as a result of this proposal shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this proposal. The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the proposal.

13. **PROPOSAL EVALUATION:** Proposals will be evaluated on the basis of suitability of the product or service for the purpose for which

proposals are being requested: price, warranty, service, delivery, and on any other basis specified in the documentation. Minor deviations from the specifications may be allowed when clearly identified. Douglas County reserves the sole right to determine when and if "minor" deviations will be allowed.

14. **ALTERNATIVE PROPOSALS:** Bidders are encouraged to submit alternative proposals if they believe a different product or service will best suit the needs of Douglas County. If a bidder submits an alternative proposal for evaluation, the proposal must be clearly marked as an "Alternative Proposal." If a bidder submits an alternative proposal, the bidder should also submit a proposal in conformance with the specifications when possible.

15. **METHOD OF AWARD AND NOTIFICATION:** Proposals will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose proposal conforms to the specifications or purpose for which proposals are being requested and whose proposal is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all proposals and any part of a proposal; to waive informalities, technical defects, and minor irregularities in proposals received; and to award the proposal on an item by item basis, by specified groups of items or to consider proposals submitted on an "all or nothing" basis if the proposal is clearly designated as such or when it is determined to be in the best interest of the County.

The signed proposal shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the price.

17. **DAMAGED AND/OR LATE SHIPMENTS:** The County has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the County Purchasing Office of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. **SELLERS INVOICE:** Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or document. Separate invoices are required for each Purchase Order or proposal document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. **TAX EXEMPT:** The County and its agencies are exempt from State and local sales taxes by K.S.A. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.
21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. **DISCLAIMER OF LIABILITY:** The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
23. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.
24. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
25. **ANTI-DISCRIMINATION CLAUSE:** No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

Contract

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between **Douglas County**, Party of the First Part hereinafter referred to as the Owner, and

of _____, Party of the Second Party and hereinafter referred to as the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, terms and conditions, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with Douglas County, Kansas Request for Proposals No.13-F-0014 in accordance with the terms of this contract; and,

WHEREAS, the said contractor, has submitted to the Owner, in the manner and at the time specified, a sealed proposal; and

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted in response to the invitation therefore, and as a result of such canvas has determined and declared the aforesaid Contractor to be the best bidder for the service and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Contractor for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by Owner as set forth in the Contract Documents, Contractor shall furnish all units, supplies, equipment, accessories and services as set forth in the Contract Documents, ready for use, and in strict accordance with the contract specifications and the Contract Documents. In the event of any conflict between the Request for Proposals, including the Standard Terms and Conditions, and Contractor's Response thereto, as modified by any specifically negotiated terms, and any separate agreement or contract prepared by Contractor, the terms of Request for Proposals, including the Standard Terms and Conditions, and Contractor's response thereto shall control. For this purpose, the term "Contract Documents" shall mean the Owner's Request For Proposals, including the Standard Terms and Conditions, Contractor's Response thereto, as modified by any specifically negotiated terms, and other written contracts relating hereto; provided, however, that the Standard Terms and Conditions set forth in Owner's Request for Proposal may only be amended by specific changes agreed to by Owner in writing and, solely by signing this Contract, Owner does not agree to any proposed changes to the Standard Terms and Conditions set forth in Contractor's Response.

ARTICLE 2. It is hereby further agreed that, in consideration of the faithful performance of delivery of the specified items by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the proposal as accepted by the Owner.

ARTICLE 3. It is hereby further agreed that the words “he” or “him” wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.

ARTICLE 4. It is hereby further agreed that any reference herein to the “Contract” shall include all contract documents, specifications, and terms and conditions and are hereby made a part of this agreement as fully as if set out at length herein.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purpose shall be **CONSIDERED AS THE ORIGINAL**

ATTEST:

County Clerk

OWNER, First Party
Douglas County, Kansas

By: _____
Chair, Board of County Commissioner

CONTRACTOR, Second Party

By: _____

Position/Title of Signer