



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

INFORMAL RFP NO: 20-F-0016

DATE: May 24, 2020

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:

OPENING DATE: June 20, 2020

OPENING TIME (Central Time): 3:00 p.m.

RETURN RFP TO:

Douglas County Purchasing

1100 Massachusetts

Lawrence, KS 66044

Or jwaggoner@douglas-county.com (reference project number in subject line)

DESCRIPTION: Douglas County Barn Assessment Consultant

To respond to this formal RFP

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

BY

THE BOARD OF COUNTY COMMISSIONERS

Patrick Kelly, Chair

Nancy Thellman, Member

Michelle Derusseau, Member

Table of Contents

1. GENERAL REQUIREMENTS.....	1
2. SPECIFICATIONS.....	5
3. PROPOSAL SHEET	7
4. PURCHASE ORDER TERMS & CONDITIONS	8
CONTRACT	10

1. General Requirements

1.1 Scope of Work

Douglas County is soliciting formal proposals from qualified individuals to complete structural assessments and structural assessment reports of 5-6 barns that have been identified as eligible for the National Register of Historic Places through an Intensive Survey Process. Oversight for this project will come from the Douglas County Heritage Conservation Council. The completion of the assessments will aid the barn owners in preservation efforts and assist Douglas County in preserving the rural character of the county that reflects our natural and cultural history.

1.2 Contact Information

Jackie Waggoner, Division of Purchasing, (785) 832-5286, jwaggoner@douglas-county.com

1.3 Insurance

The awarded bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability and Worker's Compensation Insurance 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 and listing Douglas County as an additional insured.

Workers' Compensation Insurance: Statutory coverage.

The awarded bidder shall provide the county with Certificate of Insurance evidencing the coverage required above 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 costs required for the successful completion, including meals, lodging, and per diem for the staff needed. Mileage costs may be negotiated during the contract proposal process.

1.5 Vendor Qualifications

Demonstrated past experience successfully completing similar projects. Must have established and occupied an office for a period of not less than three (3) years prior to proposal date.

1.6 Submission

Formal proposals may be submitted to the **Douglas County Purchasing, 1100 Massachusetts Unit 301 (3rd floor), Lawrence, KS 66044** by the date and time indicated on the cover page or by email at jwaggoner@douglascountyks.org

1.7 Proposals

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

1.8 Kansas Legal Requirement

All successful bidders and their subcontractors, whether they be individual, partnerships, firms, corporations or other associations of persons, must comply with all applicable Kansas laws, including, as applicable, registration with the Secretary of State, registration with the Secretary of Revenue for each contract or subcontract that exceeds \$10,000 (K.S.A. 79-10008 to 79-1015, as amended), execution and filing with the Secretary of Revenue of a good and valid bond in a surety company authorized to do business in this state in an amount of at least \$1,000 (id.), appointment of the Secretary of State as its agent for tax purposes (id.), and appointment of an agent for service of process who is a resident of the State of Kansas (K.S.A. 16-113).

1.9 Project Timetable

Bidders are required to identify their projected timeframe to prepare assessment reports by August 31, 2020.

1.10 Negotiations

Following review of the proposals, the County intends to enter contract negotiations with the selected consultant. Negotiations may include any aspect of services and fees. If negotiations are unsuccessful within a reasonable period of time, the County may open negotiations with the next bidder being considered.

1.11 References

Provide a minimum of two references to include company name, contact person, telephone number, email address, and description of service that has been provided, on a similar scope of contract as that being requested.

1.12 Evaluation Criteria

Evaluation criteria will include (not prioritized):

1. Complete proposal and overall presentation.
2. The bidder's ability to meet the National Park Service Professional Qualifications Standards.
3. Demonstrated understanding of the proposed project and desired outcomes.
4. Desirability of project approach and methodology.
5. Demonstrated ability to connect with the barn owners and advocate for the project with the community.
6. The ability of the consultant to complete the proposed project.
7. Quality of previous projects of a similar nature.
8. Cost
9. Strength and credibility of references.
10. Expectation of Douglas County staff assistance in the completion of the project

1.13 Contract Award

A contract will be awarded to the vendor submitting the best proposal as determined by the officials of Douglas County in accordance with the evaluation criteria listed above. Douglas County reserves the right to accept or reject any or all proposals.

1.14 Payment

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

1.15 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 proposal. The Prime Contractor will be responsible for all aspects of service.

1.16 Project Timetable

Tentative timeline:

Issue RFP	June 1, 2020
Open RFP's	June 22, 2020 at 3:00 PM (CT)
Interviews	June 2020
County Approval	June 2020
Begin Project	June 2020
Consultant submits assessment reports to SHPO/Douglas County HCC August 31, 2020	
Completion Report from HCC to SHPO September 30, 2020	

1.17 Pricing

All prices proposed shall be valid for ninety (90) days from closing date. Douglas County reserves the right to award phases to individual contractors or both phases to one contractor, whichever deems in the best interest of the county and are within allocated funds. The County reserves the right to reject any proposal or phase.

2. Specifications

Douglas County Barn Assessment Consultant

Project Description

Project Background and Scope of Work

In an effort to encourage the preservation of historic barns in rural Douglas County, the Heritage Conservation Council seeks to hire a consultant to write structural assessment reports for barns identified through historic resource surveys. Consultant will check the adequacy, structural integrity and soundness of structures and their components and will prioritize recommended repairs.

Six barn owners have submitted applications to participate in the program which is a collaboration with the Kansas Barn Alliance.

The Douglas County Heritage Conservation Council is soliciting proposals from individuals or firms qualified to complete the structural assessments and provide written reports for 5-6 barns.

Background

The Douglas County Heritage Conservation Council and the Kansas Barn Alliance are partnering for the 2020 *Let's Get Started* Barn Assessment Grant Program. Costs for the project will be shared by the Douglas County Heritage Conservation Council (HPF2019-002 grant award), the Kansas Barn Alliance, and barn owners. It is hoped that this pilot program will be used as a model in other counties across Kansas in the future.

The Heritage Conservation Council Program Coordinator contacted over 200 barn owners (identified through the historic resource survey process) by letter with information on the 2020 pilot program. Six barn owners responded. Members of the HCC has reviewed the grant applications and will be conducting initial site visits in late May.

Items Required for Project Closing

Invoices. Original invoices from contractor are required.

The grant closing will require:

- 1) Barn assessment reports for 5-6 barns submitted electronically to the Douglas County Heritage Conservation Council Program Coordinator. Photos included with reports will be in color jpg format

Project Performance Criteria

The grant closing materials shall meet the approval of both the Kansas Historic Preservation Office and the Douglas County Heritage Conservation Council. The milestones for this project will be as follows:

- Milestone #1 – Identification of sites and properties to be surveyed/Site visits

- Milestone #2 – Consultant conducts site visits and completes assessment reports
- Milestone #3 – Draft reports will be submitted to Heritage Conservation Program Coordinator. The HCC Program Coordinator will provide assessments to the barn owners.

Travel Reimbursement

This project may include a separate mileage/travel reimbursement that shall be negotiated with the Douglas County Heritage Conservation Council and approved by SHPO, if needed.

Project Goal:

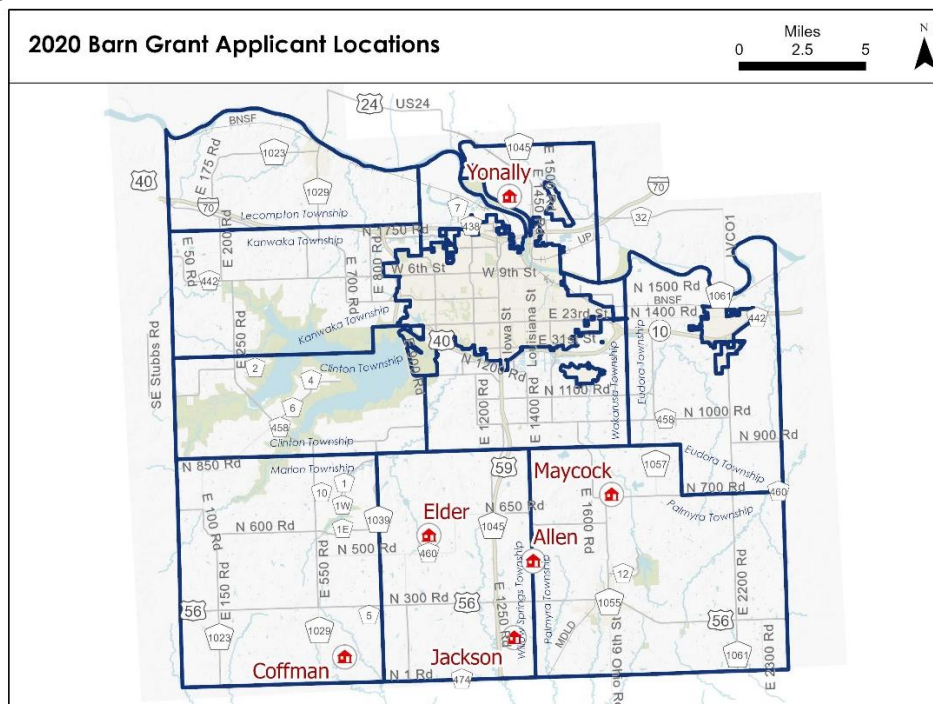
- The goal of this project is to aid in preservation efforts in rural Douglas County to 1) encourage the preservation of historic barns – our rural agricultural icons that reflect the natural and cultural history of Douglas County and 2) “conserve the rural character of unincorporated Douglas County in strategic areas” (Horizon 2020: 1-6; 1-10).

Project Objectives:

- Inspect 5-6 barns to assess structural conditions and write assessment reports that will assist property owners in understanding the order of preservation work that is needed for the barn.

Project Outcome:

- Structural Assessment Reports for 5-6 historic barns in rural Douglas County.
- The Douglas County Heritage Conservation Council will update the Kansas Historic Resources Inventory (KHRI) to reflect relevant data for each barn.
- Increased community awareness of natural, cultural and historic resources and the importance of preservation.



3. Proposal Sheet

For consideration of your proposal it must include the following:

Define cost

Provide detail description of your qualifications (see 1.5)

Submit references (see 1.11)

Identify subcontractor(s) if applicable related to either phase (see 1.15)

4. Purchase Order Terms & Conditions

PURCHASE ORDER TERMS AND CONDITIONS

1. The agreement between Douglas County, Kansas, (hereinafter the Purchaser) and Vendor consists of the terms and conditions contained on the face hereof, these printed terms and conditions, and any documents referenced herein which may or may not be attached hereto. Any such documents referenced on the face of this Purchase Order are incorporated by reference and made a part of the agreement between Purchaser and Vendor. In the event of conflict between the terms and conditions on the face of this Purchase Order, including documents referenced thereon, and these printed terms and conditions, the terms and conditions on the face hereof shall prevail. The agreement as described hereinabove constitutes the entire agreement between Purchaser and Vendor, which agreement shall not be modified orally or by failure of either party to enforce any of its rights hereunder.
2. Purchaser and Vendor agree that no acknowledgement or other document written or executed by Vendor or forwarded by Vendor to Purchaser after the date of the Purchase Order which contain terms and conditions other than those specified herein, shall be binding on Purchaser unless any such instrument shall be signed either by the person who signed this Purchase Order or such other person authorized to execute such instrument on behalf of Purchaser, and only then if such instrument shall have been delivered to Vendor.
3. Unless otherwise indicated on the face of this Purchase Order, all prices shall be F.O.B. destination. Where specific purchases are negotiated F.O.B. origin, the Vendor shall prepay shipping charges and indicate those charges as a separate item on the invoice. C.O.D. shipments will not be accepted.
4. Goods or equipment delivered and/or services rendered hereunder must be made according to the terms of this agreement both as to time and quantities, with Purchaser reserving the right to cancel, reject, or refuse any delivery made and/or service rendered prior to or subsequent to the times specified. In the event no quality is specified on the face hereof, the goods or equipment delivered and/or services rendered hereunder must be of the best quality. If delivery of goods or equipment and/or rendering of services cannot be maintained, Vendor must notify Purchaser immediately. Upon Vendor's failure to maintain delivery or otherwise perform hereunder, Purchaser reserves the right to procure such goods or equipment and/or services elsewhere, in whole or in part, and assess Vendor with any additional costs incurred, unless Vendor's default arises from causes beyond its control and without fault or negligence. Time is of the essence in this agreement.
5. All goods or equipment delivered and/or services rendered hereunder shall be properly packaged and identified by Purchase Order number and shall be received subject to Purchaser's inspection, count and testing. Inspection and acceptance will be made at the F.O.B. delivery point unless otherwise negotiated. Payment alone shall not constitute acceptance.
6. Purchaser may reject, in whole or in part, goods or equipment delivered or to be delivered and/or services rendered or to be rendered hereunder by reason of Vendor's failure to comply with any of the terms, conditions and/or specifications contained herein. Nothing herein shall make Purchaser obligated to pay Vendor for any goods or equipment delivered and for services rendered which are so rejected.
7. Vendor shall maintain in full force and effect such insurance coverage as may be required hereunder by Purchaser and for such period specified by Purchaser.
8. Vendor agrees to protect, defend, indemnify and save harmless the Purchaser, its officers, employees and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities attributable to defect(s) in the item(s) purchased hereunder, or resulting from the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this Purchase Order.
9. Vendor agrees to comply with the provisions of Executive Order 11246 and all similar federal, state and local laws, rules, regulations and orders, and amendments thereto, prohibiting discrimination in employment and further agrees that it will not discriminate on the basis of race, creed, color, sex, age, handicap, national origin, ancestry or political affiliation.
10. Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this agreement or the right, title or interest of the power to execute this agreement to any other third party without the expressed written consent of the person who signed this Purchase Order or such other person authorized to execute such instrument on behalf of Purchaser, but in no event shall such consent relieve the Vendor from any of its obligations hereunder, or in any way alter or modify the terms and conditions of this agreement.
11. Vendor shall not be charged with any liability for failure or delay in the performance required hereunder when such failure or delay is due to any cause beyond its control and without its fault or negligence; provided that Vendor shall give to Purchaser prompt written notice when it appears that such cause will delay its performance hereunder. Correspondingly, Purchaser shall be excused for failure or delay in its performance due to any cause beyond its control and without its fault or negligence.
12. Vendor warrants that any and all goods, equipment and services required to be furnished and rendered hereunder to Purchaser are in accordance with applicable specifications, drawings, samples or other descriptions given and free from any defects of workmanship and materials; that goods furnished to Purchaser shall be merchantable and, if selected or specified by Vendor for Purchaser's purposes, fit for such purposes; and that no governmental law, regulation, order or rule has been violated in the manufacture or sale of such goods.
13. Vendor agrees to deliver the goods or equipment and/or services hereunder free and clear of all liens, encumbrances and claims of laborers or materialmen and Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it in the absence of such liens, claims and encumbrances.
14. Vendor agrees to observe and comply with all applicable federal, state and local laws, rules, regulations and orders in its performance required hereunder.
15. Invoices shall be prepared and submitted in duplicate as per the instruction on the face of this Purchase Order. Separate invoices shall be furnished for each order. Invoices shall contain the following information: Purchase Order number, contract number, item number, descriptions of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices will be processed in routine after receipt of the invoice or the Purchaser's acceptance, whichever is later. All cash discounts will be taken on the same basis.
16. Purchaser is exempt from applicable federal, state and local sales, excise and use taxes and agrees to provide Vendor with evidence of such exemption, upon request.
17. Termination for Cause. In the event of any breach of any of the terms or conditions of this agreement by Vendor, or in the event of any proceedings by or against Vendor in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, Purchaser may, in addition to any other remedy provided it by law or inequity or other right reserved to it elsewhere in this agreement, without any liability to Vendor on account thereof, by written notice, terminate all or any part of this agreement, procure the goods, equipment and/or services provided for herein elsewhere,

- on such terms and under such conditions as are reasonable in the sole discretion of Purchaser, and Vendor shall be liable to pay to Purchaser any excess cost or other damages caused Purchaser as a result thereof.
18. Termination for Convenience. Purchaser shall have the right to terminate this agreement for convenience in whole, or from time to time, in part. In such event, Purchaser's maximum liability shall be limited to payment for goods or equipment delivered and accepted and/or services rendered.
 19. It is mandatory for a manufacturer, supplier, or distributor to supply a Material Safety Data Sheet (MSDS) as required by 29 CFR 1910.1200 with the first shipment of hazardous material. Also, at any time the content of MSDS is revised, the Vendor is required to provide new information relevant to the specific material.
 20. This agreement shall be governed by, construed and enforced in accordance with laws of the State of Kansas.
 21. Right to Examine and Audit Records. The Vendor agrees that the Purchaser, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Vendor involving transactions related to the contract between the Purchaser and Vendor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Vendor shall require all of its payees including, but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Vendor and payee. Further, the Vendor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the Purchaser any and all such books, documents, papers, and records.
 22. HIPAA Compliance. Both parties hereby agree that they will comply with the Administrative Simplification provisions and protected health information provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification or protected health information provisions of HIPAA by the applicable compliance dates and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.
 23. In accordance with K.S.A. 44-1030, the Vendor agrees that:
 - a. The Vendor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present agreement because of race, religion, color, sex, disability, national origin or ancestry;
 - b. In all solicitations or advertisements for employees, the Vendor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");
 - c. If the Vendor fails to comply with the manner in which it reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser;
 - d. If the Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Vendor shall be deemed to have breached the present agreement and it may be cancelled, terminated or suspended, in whole or in part, by the Purchaser; and
 - e. The Vendor shall include the foregoing provisions (a. through d. immediately above) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The foregoing provisions (a. through d. immediately above) shall not apply to the Vendor if the Vendor employs fewer than four employees during the term of the present agreement or the present agreement cumulatively totals \$5,000 or less during the fiscal year of the Purchaser.
 24. The contract is subject to the provisions of the Kansas Cash Basis Law, K.S.A. 10-1101 et seq., and amendments thereto, (the "Act"). By virtue of this Act, the County is obligated only to pay periodic payments as contemplated by the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's current budget year (i.e., January 1 to December 31) or from funds made available from any lawfully operated revenue producing source. Should the County fail to budget, appropriate or otherwise make available funds for payments due under the contract in any budget year, the contract shall be deemed terminated on the last day of the then current budget year for which appropriations were received, without penalty or expense to the County of any kind whatsoever.

Contract

THIS AGREEMENT, made and entered into this ____ day of _____, 2020, 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.20-F-0016 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:

OWNER, First Party
Douglas County, Kansas

By: _____
Chair, Board of County Commissioner

County Clerk

CONTRACTOR, Second Party

By: _____

Position/Title of Signer