

CONTRACT

This **CONTRACT** is entered into between _____ hereinafter referred to as the Owner/Operator; and _____ hereinafter referred to as the Vendor.

WHEREAS, the Owner/Operator is in need of Storage Tank consulting and testing services at KDHE project name _____, KDHE project code _____ - _____ - _____, site address _____,

the Owner/Operator has requested bids from qualified firms to provide said services, and the Vendor is qualified to provide the required services, the Owner/Operator and Vendor agree as follows:

1. The Vendor shall perform all services called for under the Request for Proposal (RFP) in accordance with the specifications called for in said RFP.
2. The Owner/Operator shall compensate the Vendor for its services under the terms and conditions of said RFP in the amount of \$ _____, with payment to be made upon successful completion of the services required by the RFP which is incorporated herein.
3. It is expressly agreed that the terms of each and every provision in this Contract shall prevail and control over the terms of any other conflicting provision in any other document relating to the subject matter of this Contract or to which this Contract is attached.
4. This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas.
5. The Vendor shall comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and shall not discriminate against any person who performs work pursuant to this Contract, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age.
6. This Contract shall not be considered accepted, approved or otherwise effective until the Owner/Operator receives the required insurance certificates.
7. By signing this Contract, the respective representatives of the Owner/Operator and Vendor hereby represent that they are duly authorized to execute this Contract on behalf of the party they represent and that their principal agrees to be bound by the provisions herein.
8. The Owner/Operator will not be responsible for, nor indemnify a Vendor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of this Contract.

Owner/Operator

Date

Vendor

Date