



**SHAWNEE MISSION
SCHOOL DISTRICT**

Return sealed envelope to:

Shawnee Mission Unified Schools
Purchasing Department
8200 W. 71st Street
Shawnee Mission, Kansas 66204

ATTN: ALAN MENN

**E-MAILED OR FAXED BIDS WILL NOT BE
ACCEPTED.**

DATE: BID NO.

21-017

BID TITLE: FOUR (4) UTILITY TRUCKS

Date: **May 26, 2021**

Day: **Wednesday**

Time: **10:00 am CST**

**Terms, conditions and specifications under which bids
are requested are included. Please review thoroughly.**

You are invited to bid on **FOUR (4) UTILITY TRUCKS** for the Shawnee Mission Unified Schools per the enclosed terms, conditions and specifications, F.O.B. Destination, Freight Prepaid and Add. **FREIGHT COSTS MUST BE INCLUDED IN THE BID PRICE(S).**

Enclosed is one copy of the bid specifications for each vehicle.

To view trade-in vehicles, contact Brett Bendure at 913-593-1313.

Unit bid price shall govern whenever a discrepancy occurs in the extended bid price on the Bid Summary page. Bid will be awarded: ____ All-or-None, **X** Item-by-Item, ____ Groups of Items, or ____ Groups & by-Item. Payment will be made **ON COMPLETION** of Purchase Order. **DO NOT INCLUDE SALES TAX.**

THIS BID IS NOT TRANSFERABLE

NOTE: It is the responsibility of the bidder to ensure delivery of bids to the Purchasing Department, Purchasing Agent, alanmenn@smsd.org. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

**Please direct any questions regarding the specifications, bid procedures and results to:
Alan Menn @ alanmenn@smsd.org; PHONE: (913) 993-6474**

Return your response to the Purchasing Department no later than Wednesday, May 26, 2021 at 10:00 am CST. Be sure to return the signature page #17 along with your response.

Bid results will be posted on the smsd.org website within approximately 5 working days after the bid opening. Go to About; Departments; Purchasing/Bidding; Bids and Bid Summaries.

NOTICE OF “NO RESPONSE FORM”

BID NO. 21-017

**VENDORS WHO RESPOND TO THIS INVITATION
WITH A COMPLETED NOTICE OF “NO RESPONSE” FORM
WILL REMAIN ON OUR MAILING LIST, IF REQUESTED.**

**VENDORS MAKING NO RESPONSE AT ALL
MAY BE REMOVED FROM OUR MAILING LIST.**

Dear Vendor:

Please check (☑) the appropriate box below, complete the remainder of this form and return it NO LATER THAN the scheduled Bid/Proposal/or Quote Date and Time.

Our company cannot provide the products, supplies and/or services listed in this bid, proposal or quote. Please MOVE our name and address to the following category(ies) so that we may bid at a later date _____

We have chosen NOT to submit a response at this time, but would like to remain on your bid list for this product category. We did not submit a response because:
Reason(s): _____

Please REMOVE our name from all SMSD bid lists until further notice.
Reason(s): _____

COMPANY NAME: _____

REPRESENTATIVE (please print): _____

ADDRESS: _____ **PHONE (____):** _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ **DATE:** _____

PLEASE RETURN THIS FORM ONLY TO:

**Shawnee Mission Unified School District #512
Purchasing Department
Notice of “NO RESPONSE”
8200 w. 71ST Street
Shawnee Mission, KS 66204
OR
Fax to: 913/993-6225**

STANDARD TERMS AND CONDITIONS

Terms and conditions are requirements that are binding upon the successful bidder(s) and communicate Shawnee Mission School District's expectations of performance.

1. Shawnee Mission School District reserves the right to accept or reject all or any part of any bid, to waive any irregularities and to award items to best serve the interest of the District. This solicitation implies no obligation on the part of the buyer, nor does the buyer's silence imply an acceptance or rejection of any offer.
2. Each bid must be completed on SMSD bid forms.
3. **FREIGHT COSTS MUST BE INCLUDED IN THE BID PRICE(S).**
4. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid. (If the bid specifies no substitutes, alternates will not be considered.)
5. Cash discounts and delivery will be considered in awarding a contract.
6. Deliveries shall be F.O.B. SMSD, stated location, freight prepaid. Title does not transfer to SMSD until received at same.
7. Prices quoted shall remain firm for 90 days or until bidder's offer is accepted, whichever is first, by SMSD. Any deviation must be conspicuously notated within this document. Acceptance shall be in the form of a SMSD purchase order or other formal written contract. Prices beyond acceptance of bidder's offer shall be conditional on any additional terms, conditions and/or specifications as set forth herein.
8. Prices quoted are to be free of all federal, state and local taxes unless otherwise imposed by a governmental body and applicable to the material on the bid.
9. The Seller represents that the price or prices specified do not exceed the Seller's current selling prices for the same or substantially similar items to any other purchaser, taking into account the quantity and/or service under consideration.
10. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturers regularly produced product which is similar and substantially equivalent will be considered. SMSD reserves the right to make final decisions as to comparable items. Be very certain that items upon which you bid and deliver are EQUAL to items listed. Materials, which are not equal, shall be returned to the supplier transportation charges collect.
11. When submitting a substitute article as equal, the full name and illustrated description must be given. The Board of Education and/or U.S.D. #512 administration reserves the right to decide upon its suitability for the intended use and if it is of equal quality. Upon request, samples of substitute articles must be submitted. All substitutions after award of the bid must be approved by U.S.D. #512 prior to shipping.
12. SMSD reserves the right to make minor increases or decreases in quantities to be purchased, at the time of acceptance and subsequent thereto.

13. Envelopes containing bids must be sealed and marked on the lower left-hand corner with firm name and address of the bidder, bid control number, bid opening date, and bid opening time.
 - A. No attempt will be made to provide special internal mail service for such documents.
 - B. Bids not at the appointed place at time of bid opening will be rejected.
 - C. Faxed Bid/Proposals will not be accepted as sealed bids.
14. Date of receipt will be considered the effective date all goods and invoices are received.
15. Deliveries under the terms of this bid will be in accordance with the dates indicated, therein, except where no date is indicated, the Seller will enter the earliest assured date. It is understood and agreed that the delivery date and/or date of installation AFTER receipt of a purchase order is the seller's best offer. In its acceptance of any offer, the District is relying on the promised delivery date and/or installation of material and unless otherwise indicated. In the event of Seller's failure to deliver as and when promised, the School District reserves the right to cancel its accepting order, or any part thereof, and Seller agrees that the School District may return all or part of any shipment so made, and may charge seller with any loss or expense sustained as a result of such a failure to deliver as promised. All goods are subject to inspection and return at the vendor's expense if found to be inferior to those specified or promised.
16. The District shall not be responsible for any goods delivered or services performed without its purchase order signed by an authorized representative of the Purchasing Department.
17. Vendors who do not bid, but wish to remain on our bid list, should notify the Shawnee Mission USD #512 Purchasing Department in writing using the enclosed "Notice of No Response" form. Failure to do so may result in removal from this list
18. All items will be new and unused, unless otherwise specified by the District, and in first class condition.
19. In the event that this purchase requires performance of services by Seller's employees, or persons under contract to Seller, to be done on Purchaser's property, the Seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the Purchaser.
20. All shipments and/or correspondence (i.e. cartons, packages, invoices, etc.) must bear the appropriate SMSD purchase order number on the outside.
21. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render the resulting contract void at the option of the District. Seller warrants that the goods or services furnished will conform to the specifications, drawings and descriptions as presented in the bid.
22. The Seller shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants, and employees, harmless from liability of any patented, or unpatented invention, process, article, or

- appliance manufactured, or use, in the performance of the contract, including its use by the Board of Education.
23. All items furnished must be of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to our inspection and approval at any time within thirty days after delivery. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
 24. All items must be properly packed or crated to insure delivery in good condition and in accordance with instructions listed on the face of the request for bid or purchase order, if any.
 25. Rejected items will be held at the Seller's risk and expense. No replacement of defective items shall be made by Seller unless agreed to by a Board of Education representative in writing.
 26. Payment of the Seller's invoices is subject to adjustment for any shortage, or for rejection of any item or items. Individual invoices must be issued for each shipment applying against a purchase order.
 27. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
 28. When a bid bond is required, bid bonds shall be written by a surety or bonding company licensed to operate in the State of Kansas and approved by the District. All bid bonds must be made payable to Shawnee Mission Public Schools - NOT THE STATE OF KANSAS. Cashier checks and certified checks should be made payable to Shawnee Mission U.S.D. #512.
 29. Each contractor shall be responsible for providing his/her own worker's compensation and liability insurance coverage and for assuring that any sub-contractor performing services as part of this contract, under their auspices, shall be covered under their own worker's compensation and liability insurance coverage, or that of the contractor.
 30. If bid is accepted, U.S.D. #512 must be supplied with Seller's employer identification number or social security number, per IRS regulations.
 31. Samples, when requested, shall be furnished within 7 calendar days of the request at no expense to the District. If not destroyed during examination, samples will be returned at vendor's expense.
 32. The laws of the State of Kansas shall govern any contract resulting from this bid.
 33. Unless otherwise specified herein, payment shall be made within 30 days after SMSD's receipt of goods or services and receipt of an accurate invoice indicating the actual amount owed by the district.
 34. Contractor and Vendor Code of Conduct:

Shawnee Mission School District requests that all contractor and vendor employees conduct themselves in an acceptable manner while performing work on school district property. The following items are prohibited on school district properties:

- A. Physical or verbal contact with students or non-designated staff.
- B. All school district properties are tobacco free. All tobacco, including smokeless tobacco, is prohibited. There are no designated areas for tobacco use. Contractors are required to post no tobacco signs. Smoking will not be permitted inside private vehicles which are on school district property. Workers may be required to sign a consent form acknowledging no tobacco use on the property. Violators may be required to leave the work site.
- C. Drugs and/or alcohol consumed or present on district properties.
- D. Firearms and hunting items.
- E. Foul or abrasive language.

Additionally, all workers shall wear appropriate clothing on all parts of the body. All workers shall utilize areas for vehicle access and parking, material storage, etc. All workers shall wear nametags identifying their name and the name of the company they are representing.

Payment will be made according to Accounts Payable Payment Schedule for the 2020-2021 school year:

SHAWNEE MISSION PUBLIC SCHOOLS ACCOUNTS PAYABLE SCHEDULE	
School Cut Off	Payments Released
5/14/2021	5/26/2021
6/18/2021	6/29/2021

BID SUMMARY

Item/Description	Qty.	Pricing
<p>1. Utility Pickup Truck-2021</p> <p>Specifications:</p> <p>Minimum Requirements</p> <ul style="list-style-type: none"> • F350 4x4 SD R/C • 142" Wheelbase • 60" cab to axel • 6 Speed Automatic • 6.2L EFI V8 Engine • LT245 BSW AS 17 • XL Trim • Oxford White • Vinyl 40/20/40 • Medium Earth Gr • Pref. Equipment Package • 3.73 E-locking • Power Equipment Group • Air Conditioner • AM/FM/MP3/Clock • Pickup Box Delete • Flat Running Board • 10,100# to 14000# GVWR Package • 50 State Emission • Backglass Def • Snow Plow Package • Spare Tire/Wheel 2 • Brake Controller • Tele TT Mir-Power Jack • Upfitter Switch • 200 Amp Alternator • RR Cam & Prep K Privacy Glass • Four (4) extra sets of keys (6 total) • All-Weather Floor Mats <p>Re: 2021 F-350 4 x 4 Super Duty R/C or Approved Equal</p>	<p>1 ea.</p>	<p style="text-align: center;">No Trade-In</p> <p>Total Price \$ _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Make/ Model/ Year</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Number of days required for delivery after receipt of order</p>

The following to be installed by Knapheide Truck Equipment:

All items to be as specified or approved equal:

- ECCO 3811A – LED Strobe, Rect, Quad Flash Amber (2) mounted in Grill; (2) mounted at rear of body; All wired together on their own switch
- ECCO 15-00015-E – ECCO Street Lazer 15 Series 23” Mini Bar 4-2-2 Configuration wired to its own switch
- BUYE 8995150 – Mount Lightbar F150 (15+) F250-F-550 (17+)
- Lab Telbr – Reinstall Factory Backup Camera
- ws 76980 – 8’ Pro Plus Fleetflex
- ws 31270 – Mount Kit UM F250SD-550SD 2017
- ws 75700-3 – Big Box Assy Pro Plus
- ws 72530 – Halogen Headlights – Nighthawk
- ws 73973-1 Harness Light Ford 2017 Halogen
- ws 29760-2 Module Kit, 3 Port-Soft Start
- ws 96500 Multi-Position Plow HH Control
- ws 62530-1 – Rubber Deflector Kit 8.0”
- TGT-57L – Bolt-on LED Light Kit (T-57L) Options
- TG 014617 – Bar for Rear Camera & Sensor

<p>2. General Maintenance Dump/Plow/Salt/Sand Truck - 2021</p> <p>Specifications:</p> <p>Minimum Requirements:</p> <ul style="list-style-type: none"> • Current year 4x4 Cab and Chassis DRW • Wheel Base of 169 with dual rear wheels and 84" Cab to Axle with a GVWR of 19,500 lbs • 18,000 lbs towing minimum • 6.7 Diesel Engine Minimum with throttle control and block heater • Locking rear differential with rear sway bar • Power steering • Power brakes with four wheel ABS 4-wheel disc brake • 10-speed HD Automatic transmission with overdrive and PTO option • PTO must work with transmission in gear to run hydro salt/sand spreader • 4:88 axle ratio with locking differential rear • Transmission and oil coolers • Heavy duty cooling • 40 Gallon fuel capacity one tank • Dual alternator; minimum 350 amps • Gauges: speedometer, tripometer, fuel, volt, and engine temp. oil pressure • Tires: 225 x 70R x 19.5 E, M/S with full-size spare • Air conditioning • Tinted windows • Intermittent wipers • AM/FM radio with clock • Snowplow prep package • Heated low mount swing out mirrors • Outside color: white • Inside color: blue, tan or gray cloth • Four (4) extra sets of keys (6 sets total) • All-Weather Floormats <p>Re: Ford 550 or Approved Equal</p>	<p>2 ea.</p>	<p>2. \$ _____ Price</p> <p>Less Trade-in \$ _____ Price</p> <p>Trade-In: 1-ea. 2008 International 7400 with 10' Bannell Snow Plow (SMSD M-80)</p> <p>Total Price \$ _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Make/ Model/ Year</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Number of days required for delivery after receipt of order</p>
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The following to be installed by Knapheide Truck Equipment:

All items to be as specified or approved equal:

- Crysteel 9' S-Tipper Dump Bed 3-4 yard capacity with 12" high stakes; 16" high rear
- Tapered ¼ cab shield with **(NO)** punched window
- Bed to be painted black in color
- LB510 double-acting hoist with sub frame, direct mount, powered off PTO
- Asphalt pull tarp
- Buyer's BP855924 tool box
- Class V receiver hitch with multi-hitch and 2" ball
- 2" reducer bushing, Reese #58102
- Kerin's K-750 variable height adapter
- 7-way trailer light receptacle; RV style
- Electric trailer brake controller. May be supplied by factory.
- Reese pin and clip #74055
- LED strobe, rect. Quad flash amber, (2) mounted in grill, (2) mounted at rear of body all wired together on own switch
- ECCO Street LaZER 15 series 23" mini bar 4-2-2 configuration wired to its own switch
- Western 9' Ultramount Pro Plus snow plow with handheld controller
- Rubber snow deflector
- Western Striker 4.5 cu. yd spreader 108"x70"x45" with dual hydraulic motors
- Dual controls for above spreader
- Work light kit for spreader mounted on drivers side

<p>3. 2021 F450 Bucket Truck</p> <p>Specifications: Minimum Requirements</p> <p>Body and Chassis Accessories:</p> <ul style="list-style-type: none"> • Combination 2” Ball (10,000 LB MGTW) and Pintle Hitch (16,000 LB MGTW) • Rear torsion bar installed on chassis • Timbren springs for front suspension • Rubber belted step mounted beneath side access steps (Installed to extend approximately 2” outward) • Mud flaps (pair) • Lower control holder • Slope indicator assembly for machine without outriggers • Universal sloped aluminum ladder rack for curbside installation • Ladder rack hold down (Quick-Lock) for sloped ladder racks. Lockable standard. • Safety harness and 4.5” lanyard (fits medium to XL). Includes pouch and placards. • 5 lb Fire extinguisher with light duty bracket installed (in cab or inside compartment only). • Triangular reflector kit (installed). • Vinyl manual pouch for storage of all operator and parts manuals. • Altec supplied chassis • 2021 F450 4 x 2 • 60 Clear CA (Round to next whole number) • Regular cab • Chassis cab • Chassis color – white • Ford gas 6.8L • Ford Torqshift 6-speed (6R140) Automatic Transmission (w/PTO Provision) • GVWR 16,500 LBS • Spring Suspension • 12,880 LBS Rear GAWR • Hydraulic brakes • Park brake in rear wheels 	<p>1 ea.</p>	<p>3. \$ _____ Price</p> <p>Less Trade-in \$ _____ Price</p> <p>Trade-In: 1-ea. 2002 F450 Bucket Truck (SMSD M-22)</p> <p>Total Price \$ _____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Make/ Model/ Year</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Number of days required for delivery after receipt of order</p>
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<ul style="list-style-type: none"> • Ford E/F250-550 Single Horizontal Right Side Exhaust • No idle Engine Shut-Down Required • 50-State Emissions • Ford 40 Gallon fuel Tank (Rear) • AM/FM Radio • Cruise Control • Limited Slip Rear Axle • Snow Plow Package • Vinyl Split Bench Seat • Four (4) extra set of keys (6 sets total) • All-Weather Floor Mats <p>Re: 2021 F450 Bucket Truck or Approved Equal</p> <p>ALTEC Model AT235 telescoping articulation serial device with end mounted hydraulically leveled platform.</p> <p>To include the following:</p> <ul style="list-style-type: none"> • AT235 Unit Model • Platform cover, soft with elastic retention and lanyard attachment, for walk-in platform • Engine Start/Stop at upper and lower controls • Secondary stowage system: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with a switch at the platform and lower controls stations. • 110 VAC Outlet at platform • Manual lowering valve located at the boom tip. For use in emergency situations to allow the operator to lower the boom to the ground. • Unit mounted strobe lights • Powder coat unit Altec white <p>Body:</p> <ul style="list-style-type: none"> • 108" Universal Small Aerial Body for a 60-in CA Chassis with 38-in 		
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<p>long side access tailshelf to meet the following specifications:</p> <ol style="list-style-type: none"> 1. Basic body fabricated from A40 grade 100% zinc alloy coated steel 2. All doors are full, double paneled, self-sealed with built-in drainage 3. Stainless steel hinge rods extend full length of door 4. Door hinges are zinc alloy material attached with rivets 5. All doors contain stainless steel, flush mounted, paddle activated rotary-style latches with two-stage locking, including keyed locks and adjustable strikers 6. Heavy-gauge welded steel frame constructions with smooth galvaneal floor 7. Possible contact edges are folded for safety 8. Door header drip rail at top for maximum weather protection 9. Neoprene or rolled fenders on wheel fender panels. 10. Steel treated for improved primer bond and rust resistance 11. Automotive underseal applied to body 12. Automotive type non-porous door seals fastened to the door facing 13. 108" body length 14. 40" body height (standard) 15. 94" body width (standard) 16. 20" body compartment depth (standard) 17. 8" body crossmembers (standard) 18. No treadplate on compartment tops 19. 6" tall wooden tailboard installed at the rear of body cargo area 20. Stainless steel rotary paddles latch with lock (standard) 21. Master body locking system 		
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<p>(standard)</p> <ol style="list-style-type: none"> 22. One (1) double-capacity chock holder on curbside of body 23. Gas shock type rigid door holders for vertical doors (standard) 24. Chains on horizontal doors 25. B-Line channel installed in compartments 26. 1st Vertical streetside (LH) – two (2) adjustable shelves with removable dividers on 4” centers 27. 1st Horizontal streetside (LH) – One fixed shelf with removeable dividers on 8” centers 28. Rear vertical streetside (LH) – Six (6) adjustable locking swivel hooks 29. 1st Verticle curbside (RH) – Seven (7) adjustable locking swivel hooks, louvered panel installed in cargo wall 30. 1st Vertical curbside (RH) – One (1) adjustable shelf with adjustable dividers on 4” centers 31. 1st Horizontal curbside (RH) – One (1) adjustable shelf with adjustable dividers on 4” centers. One (1) fixed shelf on bottom of compartment with adjustable dividers on 4” centers. 32. Rear vertical curbside (RH) – Two (2) adjustable shelves with removable dividers on 4’ centers an one (1) lower control holder bracket 33. Lexan Rock Guards installed in front of body at the bottom 34. One (1) small bolt-on grab handle installed at rear of curbside compartments 35. 38” tailshelf with integrated side access steps and smooth galvaneal floor installed at rear of body. Includes one 		
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<p>(1) U-shaped grab handle</p> <p>Electrical Accessories:</p> <ul style="list-style-type: none"> • Lights and reflectors in accordance with FMVSS #108 lighting package (Complete LED, including LED reverse lights) • Single tone back up alarm installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system. • PTO Hour meter, digital, with 10,000 hour display • 7-waytrailer receptacle (blade type) installed at rear • Ford upfitter switches (supplied with chassis) • Inverter, 2000 watt, Pure Sine Wave, 120 VAC (Sensata #MS2012G) • Power distribution module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system (Includes operator’s manual) • Install secondary stowage system • PTO indicator light installed in cab • Battery protection device installed to turn off accessory loads to protect the chassis battery <p>Finishing Details:</p> <ul style="list-style-type: none"> • Powder Coat Unit Altec White • Altec Standard: Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to underside of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps and ladders. • Apply non-skid coating to all walking surfaces • English safety and instructional 		
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<p>decals</p> <ul style="list-style-type: none">• Vehicle height placard – installed in cab• Placard, HVI-22 hydraulic oil• DOT Certification required.• Stability test unit according to ANSI requirements.		
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Company

Address

City State ZIP

Phone Fax

Email Address Website Address Tax ID #

AUTHORIZED SIGNATURE

PLEASE PRINT NAME Date

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to 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 the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.