



**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: September 2, 2021 **BID NO. 21-029**

**BID TITLE: SMARDT CHILLER COMPRESSOR
REPLACEMENT APACHE ELEMENTARY**

Date: September 16, 2021

Day: Thursday

Time: 10:00 a.m. CST

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

You are invited to bid on **SMARDT CHILLER COMPRESSOR REPLACEMENT APACHE ELEMENTARY, 8910 GODDARD, OVERLAND Park, KS 66214**, 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. Please return two (2) completed bid forms on paper and one (1) electronic copy on a flash drive.

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, 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 *bid specifications* to:

Jeff Reed @ JeffreyReed@smsd.org; PHONE: (913) 993-8525

Please direct any questions regarding *bid procedures* to:

Alan Menn @ alanmenn@smsd.org; PHONE: (913) 993-6474

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. 21-029

**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**

**SHAWNEE MISSION PUBLIC SCHOOLS
8200 W. 71st Street
SHAWNEE MISSION, KS 66204**

5% BID SECURITY FORM

Bid Security issued to: Shawnee Mission Public Schools, in the amount of **5%** of the total amount of your Bid shall accompany your Bid as a guarantee that, if awarded all or part of the Bid, your firm will enter into contract to supply the items per the Bid Specifications. **Cashier checks & certified checks should be made payable to Shawnee Mission USD #512.**

This Bid Security is to be made payable to Shawnee Mission Public Schools. If the firm awarded the Bid defaults in entering into a contract for the purchase of those items as specified, the Bid Security will become the property of the School District. Bids not accepted within ninety (90) days after the time set for submission will have their Bid Securities returned.

PLEASE NOTE: Should you submit a cashiers or certified check instead of a bid bond, the following steps will be used by SMSD in the handling of that check:

- 1) SMSD will deposit your check into a SMSD bank account within 2-3 days after bid opening.
- 2) Within four (4) weeks after board approval of the bid, a district check shall be mailed to the non-successful bidder(s) to reimburse them for the exact amount of their cashiers/certified check.
- 3) Within four (4) weeks after the completion of a formal written and properly signed contract, or the issuance of a SMSD purchase order, a district check shall be mailed to the successful bidder(s) for the exact amount of their cashiers/certified check.

NOTE: IF SUCH SECURITY IS NOT ENCLOSED WITH THE BID, IT WILL BE CAUSE FOR REJECTION OF THE BID.

_____	\$ _____
Company	Amount of Total Bid

_____	\$ _____
Address	Amount of Bid Bond

_____ **City, State, Zip Code**

_____ **Bid Security attached to this form (Please send the two together)**

_____	_____
Signature of Authorized Rep.	Phone

_____	_____
Please Print Name	Position

BID FORM

SMSD BID NO 21-029

BID OF: _____

A CORPORATON ORGANIZED AND EXISTING UNDER THE LAWS

OF THE _____

A PARTNERSHIP CONSISTING OF _____

_____ PARTNERS:

OR: A SOLE PROPRIETOR; HERINAFTER CALLED THE BIDDER.

TO: SHAWNEE MISSION PUBLIC SCHOOLS
ATTN: ALAN MENN
8200 W. 71st Street
SHAWNEE MISSION KS 66204

The undersigned acknowledges that he has received and familiarized himself with the following:

Request for Bid
Shawnee Mission Public School District #512
Bid Number 21-029 for: **Smardt Chiller Compressor Replacement at Apache Elementary**

ADDENDA NO(s): _____ Received

The undersigned further acknowledges that he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.

In submitting this bid, the undersigned agrees:

1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the work required in accord with the bid documents.
2. To hold his bid open for sixty (60) days after receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
3. To commence the work upon receipt of written notice to proceed and execution of contract (on/about September 28 or 29, 2021) and to complete all work not later than November 1, 2021.
4. Liquidated Damages: The bidder hereby also agrees to pay as liquidated damages the sum of two hundred fifty and 10/100 dollars (\$250.00) for each consecutive calendar day which the work is not complete, beginning with the first day beyond the completion time stated above and through each consecutive day that the work is not substantially complete.
5. Accompanying the bid is a bid security of at least 5% of the bid in the form as specified per the Bid Security Form included in the bid documents, payable without condition to the owner, which it is agreed shall be retained as liquidated damages for the delay and extra expense caused the owner, if the undersigned fails to execute the contract and

- furnish the bonds required by the contract documents, within the time stated in the contract documents.
6. In submitting the bid, it is understood that the right to reject any and all bids has been reserved by the owner and that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof. (In addition, it is understood that the owner intends to award the contract for all work at all sites based on a lump sum bid with consideration of acceptance of alternate(s) as appropriate.)

Terms and Conditions

A. Bid Requirements and Considerations:

1. The Board of Education reserves the right to reject any or all bids, to accept any item or items in the bid, and to waive any informality in bids.
2. Each bid must be completed on SMSD bid forms.
3. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid.
4. Each bid shall be accompanied by bid security in the amount of five percent (5%) of the base bid, made payable unconditionally to the school district. This security will be submitted as evidence of good faith as a guarantee that, if awarded the contract, the bidder will execute required bonds and insurance within ten (10) days after receipt of Notice to Proceed.
5. Each bidder shall carefully examine the bidding documents and thoroughly inform himself with all requirements prior to submitting a bid. Should a bidder find discrepancies or ambiguities in, or omission from bidding documents, or should he be in doubt as to their meaning, he will at one and at least three days prior to bid date, notify the school district. Any subsequent addenda sent to bidders will become part of the contract documents.
6. Prior to submitting a bid, each bidder shall examine and thoroughly familiarize himself with all existing conditions; including applicable laws, codes, ordinances, rules, and regulations that will affect his work. Bidders shall visit the site, examine the existing conditions, and shall ascertain by reasonable means, all conditions that will in any manner affect the work. Contractors and/or bidders are required to check in with building authorities at the school immediately upon entering the school premises.
7. Prices quoted are to be free of all Federal, state, and local taxes, unless otherwise imposed by a governmental body and applicable to the work or material. The school district will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the contractor to purchase materials for incorporation into this project without paying sales tax, provided that the contractor furnishes the certificate number to the supplier.
8. When submitting a substitute article as equal, the full name and illustrated description must be given. The Board of Education reserves the right, however, to decide upon its suitability for the intended use. Upon request, samples of substitute articles must be submitted.
9. Envelopes containing bids must be sealed and marked on the lower-left hand corner with the firm name and address of the bidder, bid number, bid opening date, and bid opening time.
 - a. No special effort shall be made to sort incoming mail for potential bids.
 - 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.
10. If bid is accepted, USD #512 must be supplied with seller's employer identification number of social security number, per IRS regulations.
 11. Each contractor is responsible for his/her own worker's compensation and liability insurance coverage. Shawnee Mission Unified School District #512 assumes this COVERAGE IS INCLUDED IN THE PRICE OF EACH BID TOTAL.
 12. Any catalog, brand name or manufacturer's reference used herein is intended to be descriptive and not restrictive. Offers on any reputable manufacturer's regularly produced product which is similar and substantially equivalent will be considered. SMSD reserves the right to make final decisions as to the acceptability of comparable items.
 13. 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.
 14. If required by the bid form, the contractor shall submit with his bid a list of subcontractors and other persons or organizations that will perform work on this project.
- B. Form and Requirements of the Contract:
1. The form of contract will be a Purchase Order issued by Shawnee Mission School District. In submitting his bid for consideration, each bidder agrees to commence work as soon as practical upon receipt of the school district purchase order and subsequent execution of applicable bonds and certificates of insurance.
 2. 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.
 3. The contractor shall not commence work under this contract until he has obtained the owner's approval of a certificate of insurance providing evidence that he has obtained all the insurance required under this section, at least equal to the limits set forth hereinafter, with an insurance company acceptable to the owner.

All policies shall provide for ten (10) days written notice to the owner prior to effective date of any changes affecting the policy. Two copies of the certificate of insurance in a form acceptable to the owner shall be delivered to the owner. The contractor shall not allow any subcontractor to commence work until the subcontractor has obtained insurance coverage similar to that required of the contractor.
 4. For projects with a value of \$20,000 or more; subsequent to award, the contractor shall furnish Performance Bond, Labor and Materials Payment Bond, and Kansas Statutory Bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. All such bonds shall be submitted to the school district prior to the commencement of any contract work.

5. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
 6. The laws of the State of Kansas shall govern any contracts resulting from this bid. Actions must be filed in the Johnson County Courthouse in Johnson County, Kansas.
 7. 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 used, in the performance of the contract, including its use by the Board of Education.
- C. General Work Requirements.
1. The contractor will be required to start the work per the schedule included herein. Liquidated damages as stated on the bid form will be assessed for each consecutive calendar day which the work is not substantially complete, beginning with the first day beyond the substantial completion time stated. Substantial completion is the owner's ability to utilize the facility for its intended purpose. Shawnee Mission Public Schools will be the sole judge of substantial completion.
 2. The owner reserves the right and may delay work if scheduling between school administration and contractor cannot be resolved.
 3. It will be the contractor's responsibility to have the approaching licenses and permits required by the state and/or municipality in which the work will be performed. It is also the contractor's responsibility to make certain all work ad material meets local and state codes. Bidders shall include permit fees in their bid.
 4. The contractor shall observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the owner against any claim or liability arising from or based on any violation of the same. The contractor shall comply with all regulations of agencies having jurisdiction with respect to sanitation and safety during construction.
 5. All items shall be new and unused, unless otherwise specified by the district, and in first class condition.
 6. Contractor shall be responsible for protection of the adjacent spaces during all phases of the project, demolition material storage and new construction.
 7. 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. Items furnished must be manufactured in compliance with all existing legal or governmental directives.
 8. All work shall be of the highest quality. The contractor and subcontractor shall check their work regularly for quality and conformance as the work is in progress. Unsatisfactory work shall be corrected immediately.
 9. The contractor shall promptly correct work rejected by the owner or failing to conform to the requirements of the contract documents, whether observed before or after substantial completion and whether or not fabricated, installed or completed.

The contractor shall bear all costs of correcting such rejected work, including additional testing and inspections and compensation for owner services and expenses made necessary thereby.

10. As work is completed by the contractor/subcontractor, it shall be his responsibility to remove all excess material, equipment and debris from the premises.
11. Upon substantial completion, a scheduled punchlist inspection shall be conducted by the school district to identify any item(s) requiring additional work. All items noted on the punchlist shall be accomplished by the contractor prior to final payment.

D. Miscellaneous Requirements

The law requires that Section 1 through 5 of KSA 44-1030 (as follows) are to be included in all contracts to which our agency is a party: Except those with contractors, vendors or suppliers whose cumulative dollar total in any fiscal year is \$5,000.00 or less, or who have fewer than four (4) employees:

1. The contractor 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 contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer" or similar phrase to be approved by the commission;
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of KSA 1976 Supp .44-1030, as amended, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. If the contractor is found guilty of violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. The contractor shall include the provisions or paragraphs one (1) through (4) inclusively of this subsection (a) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

E. Payments to the Contractor:

In order for payment to occur on the "Payment Release Date", the vendor's INVOICE and the "BLUE" receiving copy of the Shawnee Mission purchase order must be received into the Business Office by the school cut-off date (preferably earlier) so that sufficient time is allowed for the payment to actually be processed through the Accounts Payable system.

INVOICES MUST BE SUBMITTED TO THE APPROPRIATE PROJECT MANAGER THREE DAYS PRIOR TO THE SCHOOL CUT-OFF DATE.

Payments will be made according to Accounts Payable Payment Schedule for the 2021-2022 school year:

SMSD - A/P Schedule

School Cut Off	Payments Released
9/17/2021	9/28/2021
10/15/2021	10/26/2021
11/5/2021	11/16/2021
12/3/2021	12/14/2021
1/1/2022	1/11/2022
1/14/2022	1/25/2022
2/18/2022	3/1/2022
3/4/2022	3/22/2022
4/15/2022	4/26/2022
5/13/2022	5/24/2022
6/16/2022	6/28/2022

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:

1. Physical or verbal contact with students or non-designated staff.
2. 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.
3. Drugs and/or alcohol consumed or present on district properties.
4. Firearms and hunting items.
5. 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.

INSURANCE REQUIREMENTS

- A. Worker's Compensation Insurance: Worker's Compensation and Employer's Liability Insurance as required by law to cover fully all employees.
- B. Bodily Injury and Property Damage Insurance: A comprehensive general bodily injury and property damage policy, including automobiles, covering the work to be performed. The policy shall be written to provide damage arising from one accident, with not less than \$1,000,000.00 aggregate damages to, or destruction of property during the policy period; except, in case of automobile damage coverage, the minimum provided shall be not less than \$1,000,000.00 bodily injury and \$1,000,000.00 property damage per accident for any vehicle used on the project, whether owned, hired or non-owned.
- C. Special Insurance: Contractor for General Construction work shall take out and maintain insurance providing a minimum coverage of \$1,000,000.00 for the following hazards:

Where the work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all injury to or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the contractor's operations, or injury to or destruction of property above or below ground resulting therefrom.

Property damage insurance shall also cover the collapse of, or structural injury to, any building or structures on or adjacent to the owner's premises, or the injury to or destruction of equipment and/or property resulting therefrom, caused by the removal of other buildings, structures, or supports, or by excavation below the ground, where the construction of a new structure or the demolition of any existing structure involves any of the foregoing designated hazards and in all cases where the contract provides for alterations in, additions to, or the underpinning of, and existing structure or structures.

- D. Subcontractor's Insurance: If a part of this contract is sublet, the contractor shall either cover any or all subcontractors in his insurance policies; **or** require each subcontractor to secure insurance which will protect him against all applicable hazards not covered by the contractor's insurance.

Certificate and Maintenance of Insurance: The contractor shall submit three (3) copies of Certificate of Insurance to the owner. The required insurance shall be maintained in force until the project is completed.

BID SUMMARY

Item/Description	Qty.	Pricing
<p>Smardt Chiller-Compressor #1 – Apache Elementary Chiller Compressor Replacement</p> <p>Turbocor – No Substitutes</p> <p>Basic Requirements:</p> <ul style="list-style-type: none"> • Shut down and isolate the power to chiller before starting work. • Remove and replace the #1 Compressor with a new factory Turbocor replacement. Shall include all required materials and labor associated with the chiller compressor replacement. • Furnish and install new gaskets needed for the replacement. • Evacuate the new compressor to proper micron levels and confirm there are no leaks. • Startup and check operation. • Crate up and ship the existing compressor back to the factory to see if a core credit is available. • Specify the amount of credit for the core if the existing compressor is usable. • Work to commence upon receipt of Purchase Order issued by Shawnee Mission School district and coordination with Michael Wood, Project Manager, Shawnee Mission Public Schools. • Estimated completion date 3-6 week after purchase order is issued (dependent on manufacturer lead times). • Location for work to be completed: <div style="text-align: center;"> Apache Elementary 8910 Goddard St. Overland Park, KS 66214 </div> <p>*A pre-bid site visit is recommended. Please contact: <div style="text-align: center;"> Jeff Reed Utilities Foreman 913-993-8525 jeffreyreed@smsd.org </div> </p>	<p>1</p>	<p>\$ _____ Ea.</p> <p>\$ _____ Extended Warranty</p> <p>\$ _____ Total Cost</p> <p>Extended Warranty: Yes ___ No ___</p> <p>Total cost should include extended compressor warranty for 1 year with 4 years additional for a total of 5 years.</p> <p>Extended Warranty Specifies: _____ _____ _____ _____ _____ _____</p> <p>*Bidder agrees to issue a credit to SMSD in the following amount if the existing compressor is usable:</p> <p>\$ _____ Credit</p>

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.