



Unified School District 232

De Soto – Shawnee – Lenexa – Olathe
www.usd232.org

Jolyn Baldner
Director of Student Nutrition

REQUEST FOR PROPOSAL

To: Bid Department

Items: Convotherm c4 eT 6.20ES Double Stack

Bid Opening: July 16, 2026 at 2:30 p.m., Public Opening
USD 232 De Soto Schools Administrative Office, 35200 W 91st St, De Soto,
Kansas 66018

Bid Delivery: Hand deliver or mail bid (Sections 1 & 2) to the above address.
*Envelope must be clearly marked "Student Nutrition Combination Ovens"
with date and time of opening.*

Conditions: In strict accord with Sections 1 through 4.

Contacts: If you have any questions regarding this invitation for bid, please contact
Jolyn Baldner, Director of Student Nutrition at (913) 667-6200
or jbaldner@usd232.org

NOTE: Bid title and name of bidder must appear on the front of sealed envelope. ***Faxed or emailed bids will not be accepted.*** Bids must be received in the USD 232 De Soto Administrative Office prior to bid opening. It is the responsibility of the bidder to ensure delivery of bids to the Administrative Office. Bidders shall hold all bid prices firm for acceptance for 90 calendar days after date of bid opening.

REQUEST FOR PROPOSAL – Bid Worksheet
(This page to be completed by bidder)

Date RFP Issued: June 29, 2026

Date Submitted: _____

Name of Firm: _____

Name & Title of Signing Officer: _____

Cleveland Combi Oven-Steamer, Electric – Clear Creek Elementary (2 units)

Specifications: See attached information from Kain-McArthur, consulting partner, regarding all details for this project including required installation instructions.

Reference: Convotherm C4 eT 6.20ES Maxx Pro series (x2; stacking)
(alternate brands will not be considered for this bid)

Earliest installation date _____

Final price with all included options/installation _____

NOTE: Complete this page in INK. If corrections are needed, cross out and initial. ***Do not erase.***

****RETURN THIS PAGE WITH PACKET****

GENERAL BID AND CONTRACT REQUIREMENTS

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 USD 232 De Soto bid forms.
3. Alternate bids will be considered only if the alternate properly meets specifications outlined in the bid.
4. 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.
5. 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 may 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.
6. 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.
7. 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.
8. Envelopes containing bids must be sealed and marked on the lower-left hand corner with the firm name and address of the bidder, bid name, 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 or emailed Bid/Proposals will not be accepted as sealed bids.
9. If bid is accepted, USD 232 must be supplied with seller's employer identification number or social security number, per IRS regulations.
10. Each contractor is responsible for his/her own worker's compensation and liability insurance coverage. USD 232 assumes this COVERAGE IS INCLUDED IN THE PRICE OF EACH BID TOTAL.
11. 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. USD 232 reserves the right to make final decisions as to the acceptability of comparable items.
12. 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 De Soto 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 may be requested to furnish a Performance 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. USD 232 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 and 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 punch list inspection shall be conducted by the school district to identify any item(s) requiring additional work. All items noted on the punch list 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. CONTRACTOR AND VENDOR CODE OF CONDUCT

USD 232 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 property:

1. Physical or verbal contact made with students or non-designated staff.
2. Smoking in public or student occupied areas of the building or areas of the site.
3. Drugs and/or alcohol consumed or present on district property.
4. Firearms, hunting items on district property.
5. Foul/abrasive language.
6. Contractors providing services under this bid also agree to adhere to the USD 232 Tobacco Policy enacted 8/16/10. Tobacco use of any kind is not permitted by any person (employee, student, or visitor) at any time in or on USD 232 property, whether owned, leased, or rented. Staff and students who violate this policy will be subject to disciplinary measures in accordance with applicable school and district policies. Visitors who violate this policy will be asked to cease use of tobacco products in all areas regularly accessible to others and near any facility entry, doorway, open window or air intake where smoking is prohibited. Visitors who refuse to comply with this request may be referred to school security or local law enforcement for violation of district policy and state law related to the Clean Air Act or unwanted presence on school district property.

All workers shall wear clothing on all parts of the body and clothing should be appropriate for a public school environment.

All workers shall utilize areas for vehicle access and parking, material storage, etc.

All workers shall wear nametags identifying the name of the worker and 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 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 bodily injury and \$1,000,000 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 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.

SPECIAL BID AND CONTRACT REQUIREMENTS

- **Delivery Sites:**
 1. Clear Creek Elementary, 5815 Monticello Rd., Shawnee, KS 66226
- **Delivery Coordination:** Any questions concerning delivery issues are to be made to Melissa Miller at 913-667-6200. A two-day notice for delivery must be made to Melissa Miller at the same contact number.
- **Payments:** An itemized delivery ticket must be signed by District staff and be included with the statement. These are to be sent to the Student Nutrition Department, 35200 W 91st St, De Soto, KS 66218. Attn: Melissa Miller
- **Delivery Dates:** Preferred window for delivery and installation prior to August 14, 2026. Please state your earliest delivery date for each item on “Bid Summary” worksheet.
- **Service Manuals:** Must be provided for each piece of equipment before final payment is made.
- Quote no item that you cannot ship as specified. All items are to be as specified.

EVALUATION OF BIDS

Bids will be evaluated on the following criteria:

- 1) Price of unit(s) bid – including installation and all optional accessories (80%)
- 2) Delivery/installation date (10%)
- 3) Customer references (as needed, upon request) (10%)

UNIT SPECIFICATIONS

Clear Creek Elementary Convotherm c4 eT 6.20ES Double Stack

PLEASE NOTE: ALTERNATE BRANDS WILL NOT BE ACCEPTED FOR THIS ITEM. Equipment Bidder referred to as "KEC" in these specifications.

KEC to provide (2) new Convotherm single Convotherm oven model c4 eT 6.20ES Maxx Pro series. Ovens to be electric and provided as 480 volt / 3 phase. Ovens to be stacked together with Convotherm provided stacking kit 3456269 with 3471200 chemical drawer.

Ovens to have simple Easy Touch electronic programmable control for Hot Air, Convection Steam and Combination cooking modes. Controls will have the Convotherm "Advanced Closed System" with "Crisp & Tasty" including 5 moisture removing levels, 5 humidity control levels and 5 fan speed levels with auto reversing convection fan for even heat distribution in all cooking modes as standard features. Advanced Closed System control moisture and heat based on physical properties of the food being cooked. Crisp & Tasty regulates moistures in cooking compartment to provide crispier product.

Easy touch controls provided with each oven to have a 9" full touch screen "Press & Go" programmable one-step recipe start buttons automatically starts cooking program at the touch of a button. Controls will also have multiple cooking stage programs stored recipe library provided with control panel along with multipoint core temperature probe. Controller capable of HACCP management. Tray timer for multiple product oven management. "Smart Key" for selecting option settings, Combi ovens to be provided without a boiler or steam generator.

Ovens will have fully insulated cooking compartment with coved corners for easy cleaning inside the oven. Units will also have door latch with safety vent position when opening and wear free door switch. Vented, double glass door with integrated door stop and self-draining condensate drip pan. Touch screen and handle to be provided with Antibacterial surface. Ovens must each have minimum pan capacity for (6) 18" X 26" full size sheet pans or (12) 12" X 20" X 2.5" deep steam table pans. Ovens provided with retractable hose behind oven door.

KEC must visit Clear Creek Elementary and perform site survey for this bid.

Bid to include the following options with these (2) Convotherm C4 eT 6.20ES combi ovens:

- 3-year parts and labor K-12 school warranty.
- (2) each Disappearing Door hinged right and slides back alongside of ovens.
- (2) each 480 volt / 3 phase.
- (1) each Convotherm part number 3456269 stacking kit with part number 3471200 chemical drawer.
- (6) extra 20" X 26" wire racks, (6) total oven racks per oven.
- Ovens to have ConvoClean fully automatic compartment washing system with (1) starter kit per oven.
- (9) Extra case of CCARE Solution.
- (9) Extra case of ConvoClean Solution.
- (2) each WBT-QT1+CR Optipure Water Treatment system, one required per oven.
- Performance check by CSI, authorized Convotherm service agency after unit is installed.
- After unit is installed demonstration and cooking demo performed with school staff by Kain McArthur.

PLEASE NOTE: ALTERNATE BRANDS WILL NOT BE ACCEPTED FOR THIS ITEM AND A SITE VISIT TO EACH SCHOOL MUST BE DONE BY ANY BIDDING DEALER.

This bid to include a turnkey installation performed by CSI, authorized installer and servicer for Convotherm. The following scope of work is required for this installation:

- Delivery and installation of (2) new Convotherm C4 eT 6.20ES oven as specified above including accessories per manufacturer specifications.
- New combi ovens may not be shipped directly to the school. Ovens must be shipped to and received

by CSI prior to delivery at Clear Creek Elementary School. New Convotherm combi ovens and accessories must be inspected for any freight damage. If freight damage is present kitchen equipment bidder must file any freight claims and repair.

- Delivery of combination oven to Clear Creek Elementary must be scheduled in advance with USD 232 Nutrition Services.
- New Convotherm C4 eT 6.20ES combi ovens to be installed under exhaust hood where existing convection ovens are installed. Installation includes stacking new Convotherm oven on stacking kit and chemical drawer provided by Convotherm and leveling.
- All water, drain, and electrical connections to be made by CSI per Convotherm install manual.
- CSI will mount and install new Optipure water filtration systems provided by Convotherm to existing water supply line and connect to new combination ovens per Convotherm instructions. CSI will mount water filter to building wall behind ovens. CSI will provide and install new flexible water supply lines.
- CSI will provide and install new 2" diameter copper drain line from each c4 eT 6.20ES ovens to existing floor drain under sink. Both ovens will be required to have drain line which will be run from each oven along building wall and around to sink on other side of wall.
- CSI will wire and connect each oven to existing 480 volt electrical supply with 30 amp breakers.
- All oven accessories to be unpackage and set in place.
- CSI must install ConvoCare and CCLEAN chemical for cleaning system to each oven.
- Extra chemical cases to be delivered with combi oven and left at Clear Creek.
- CSI must remove all trash and debris from installation of new combination oven.
- Installation complete when the C4 eT 6.20ES combi ovens are fully operational and ready for startup by authorized service agency and training by Kain McArthur.

School Requirements:

- Will allow access for installation of new Convotherm ovens.
- District to provide correct water pressure.
- District will provide and install a new 30-amp breaker for the new Convotherm oven installed on the bottom. Top oven is already connected to a 30-amp breaker.
- District will disconnect and remove existing Blodgett Double Stack before CSI starts installation.

**Certification Regarding Debarment,
Suspension, Ineligibility, and Voluntary Exclusion –
Lower Tier Covered Transactions**

U. S. DEPARTMENT OF AGRICULTURE

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is being presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor

Name and Title of Authorized Representative

Contractor Signature

Date

****RETURN THIS PAGE WITH RFP PACKET ****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, continued

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "and" "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the Non-purchase List.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph five of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CONTRACTUAL PROVISIONS ATTACHMENT

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.