

**KANSAS STATE UNIVERSITY  
PURCHASING OFFICE  
21 ANDERSON HALL  
919 MID-CAMPUS DR. NORTH  
MANHATTAN, KS 66506**

REQUEST FOR PROPOSALS: 40483  
REPLACES CONTRACT NO.: N/A  
DATE MAILED: 10/02/2015  
CLOSING DATE, 2:00 PM: 10/22/2015  
PROCUREMENT OFFICER: Cathy Oehm  
TELEPHONE: 785-532-6214  
E-MAIL: [kspurch@k-state.edu](mailto:kspurch@k-state.edu)

**NOTICE TO VENDORS**

Invitations are extended for bids/proposals on the attached document.

ITEM: Website Development

USING DEPARTMENT: Kansas State University – Agricultural Economics

PERIOD OF CONTRACT: Date of Award to Completion of Project

GUARANTEE: None Required

SCOPE OF INVITATION: Kansas State University's department of Agricultural Economics is seeking bids/proposals from qualified individuals or firms to provide website development services for the creation of a website that provides educational resources for people in the commercial industry.

**Kansas State University reserves the right to enter into negotiations with vendors should it be determined to be in the best interest of the University**

**READ THIS INVITATION CAREFULLY**

Failure to abide by all of the conditions of this Invitation may result in the rejection of a bid. Inquiries about this Invitation should indicate the contract number and be directed to the procurement officer. Return in a sealed envelope or other container only the signature and bids forms no later than the closing date indicated above. Retain the remaining documents for reference.

## BID INSTRUCTIONS

PREPARATION OF BID: Each bid must be legible and signed. Prices are to be entered in spaces provided on the bid form. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. Please submit one (1) original, one (1) copy and one (1) electronic software version of the proposal response, including signature sheet, applicable literature and supporting documents.

SIGNATURE OF BIDS: Each bid shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line.

ACKNOWLEDGMENT OF ADDENDA: All vendors shall acknowledge receipt of any addenda to this Invitation. Failure to acknowledge receipt of any addenda may render the bid to be non-responsive. Changes to this Invitation shall be issued only by K-State Purchasing in writing.

MARKING AND MAILING BIDS: Bids shall be sealed securely in an envelope or other container addressed and marked on the outside as follows:

KANSAS STATE UNIVERSITY  
PURCHASING OFFICE  
21 ANDERSON HALL  
919 MID-CAMPUS DR. NORTH  
MANHATTAN, KS 66506

CONTRACT IFB # 40483  
CLOSING DATE 10/22/2015

Under all circumstances it shall be the vendor's responsibility to insure their bid is properly received by the appropriate date/time at the Kansas State University Purchasing Office.

The University shall not be responsible for the premature opening of a bid or for the rejection of a bid that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container.

QUESTIONS: Questions requesting clarification of this Request for Proposal are to be submitted in writing by the close of business on 10/09/2015 to:

Cathy Oehm  
Purchasing Office  
21 Anderson Hall  
919 Mid-Campus Dr. North  
Kansas State University  
Manhattan, KS 66506  
Phone: 785-532-6214; FAX: 785-532-5577; E-Mail: [kspurch@k-state.edu](mailto:kspurch@k-state.edu)

Failure to notify the Director of Purchasing of any conflicts or ambiguities in the Request for Proposal may result in items being resolved in the best interest of K-State. Any modification to this Request as a result of any pre-proposal conference or written answers to written questions shall be made in writing by addendum and mailed to all vendors who received the original request from K-State Purchasing. Only written communications are binding.

Answers to questions will be provided in the form of an addendum and posted on K-State Purchasing's website: <https://dfs.ksu.edu/rfq/>.

It shall be the responsibility of all participating vendors to acquire any and all addenda and additional information as it is made available from the website cited above. Vendors are required to check the website periodically for any additional information or instructions.

CLOSING DATE FOR BIDS: All bids shall be received promptly at 2:00 pm Central Standard or Daylight Savings Time on 10/22/2015 whichever is in effect, at the following location:

KANSAS STATE UNIVERSITY  
PURCHASING OFFICE  
21 ANDERSON HALL  
919 MID-CAMPUS DR. NORTH  
MANHATTAN, KS 66506

Bids received prior to the closing date shall be kept secured and sealed until closing. Bids received after the closing date will not receive consideration and will remain sealed in the bid file.

MODIFICATION OF BIDS: A vendor may modify a bid by letter or FAX transmission any time prior to the deadline for receipt of bids, and the Director of Purchasing is satisfied that a written confirmation of the modification signed by the vendor was mailed prior to the deadline as evidenced by the postmark on the envelope or container.

WITHDRAWAL OF BIDS: A bid may be withdrawn on written request from the vendor to the procurement officer at the K-State Purchasing Office prior to the closing date.

BID DISCLOSURE: At the time of closing, only bidder's identity shall be made public information. Interested vendors or their representatives may be present at the opening of the sealed bids at the following location:

KANSAS STATE UNIVERSITY  
PURCHASING OFFICE  
21 ANDERSON HALL  
919 MID-CAMPUS DR. NORTH  
MANHATTAN, KS 66506

The low vendor shall not be construed as meeting all specifications set out in the Invitation at the bid disclosure.

Bid results will not be given to individuals over the telephone, by fax, or e-mail. Results may be obtained by attending the public bid opening or by obtaining a bid tabulation from K-State Purchasing Office. Results may be obtained after contract finalization by sending request to the above address (do not include with bid) the following:

- A check for \$3.00, payable to Kansas State University
- A self-addressed, stamped envelope
- Contract Proposal Number for each tab requested

Copies of individual proposals may be obtained under the Kansas Open Records Act by submitting a written request (including submission by FAX but not e-mail) to Hanna Manning, Senior Administrative Specialist, Communications and Marketing, 128 Dole Hall, Kansas State University, Manhattan, KS 66506 (FAX 785-532-7355). An estimate of the amount of time and copies it will take to complete the request will be compiled. After payment has been received, the documents will be released. More information regarding the Kansas Open Records Act is available at <http://www.k-state.edu/policies/ppm/3000/3060.html>

Information in bid files will not be released until a bid has been awarded or all bids have been rejected.

Should a check be returned to Kansas State University for insufficient funds, the vendor will be suspended from all bidding until such time as the vendor makes good on payment.

### GENERAL CONDITIONS

CONTRACT: The successful vendor will be required to enter into a written contract with Kansas State University. The vendor agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the University and is attached to this Invitation.

CONTRACT DOCUMENTS: This Invitation and any amendments and the response and any amendments of the successful vendor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

CONTRACT FORMATION: No contract shall be considered to have been entered into by K-State until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered; and a purchase order, signed by the Director of Purchasing, has been deposited in the mail OR a written contract has been signed by the successful vendor.

FEDERAL, STATE AND LOCAL TAXES-GOVERNMENTAL ENTITY: Unless otherwise specified, the bid price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Invitation. The University is exempt from state sales or use taxes and federal excise taxes. These taxes shall not be included in the vendor's price quotations.

**EVALUATION OF BIDS:** Award shall be made in the best interest of the University. Consideration may focus toward but is not limited to:

- Cost. Vendors are not to inflate prices in the initial bid/proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations (if indicated). The University reserves the right to award to the lowest responsive bid without conducting formal negotiations.
- Adequacy and completeness of proposal
- Vendor's understanding of the project
- Compliance with the terms and conditions of the Invitation
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this Request

**ACCEPTANCE OR REJECTION:** The University reserves the right to accept or reject any or all bids / proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Invitation; and unless otherwise specified, to accept any item in a proposal.

**COMPETITION:** The purpose of this Invitation is to seek competition. The vendor shall advise the Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the bid closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Invitation.

**NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

**EQUIVALENT ITEMS:** Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.

**DEFAULT ON DELIVERY:** Any vendor, who defaults on delivery as defined in this Invitation may, at the discretion of the KSU Director of Purchasing, be barred from bidding on any subsequent Invitation for a period to be determined by the Director.

**INSURANCE:** The State shall not be required to purchase any insurance against loss or damage to any personal property nor shall the State establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

**INSPECTION** The State reserves the right to reject, on arrival at destination without cost to the State, any items which do not conform with the specifications of this Invitation.

**TERMINATION:** The K-State Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- (1) The Contractor fails to make delivery of goods or services as specified in this contract; or
- (2) The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The using department or the K-State Director of Purchasing shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within 10 days from the receipt of the notice (or such longer period as may be authorized in writing), the Director of Purchasing shall issue the Contractor an order to stop work immediately. Receipt of this notice shall be presumed to have occurred within three (3) days of the date of the notice.

The K-State Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of the State of Kansas. In the event that the K-State Director of Purchasing elects to terminate this contract pursuant to this provision, he/she shall provide the

Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The contractor shall continue to perform any part of the work that may have not been terminated by the notice.

**RIGHT AND REMEDIES:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State may be obligated only for those services and materials rendered and accepted prior to the date of termination. Subject to proof of market price, the measure of damages for non-delivery or repudiation by the Contractor shall be the difference between the market price at the time when the State learned of the breach and the contract price together with any incidental and consequential damages less expenses saved in consequence of the contractor's breach. Market price shall be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

If it is determined, after notice of termination for cause, that the Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of the State.

The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the Contractor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the Contractor's employees, and freight embargoes.

In event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by the State.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

**WAIVER.** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the State shall not constitute a waiver.

**HOLD HARMLESS.** The Contractor shall indemnify the State against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the contractor may carry which provides for indemnification for any loss or damage to property in the contractor's custody and control, where such loss or destruction is to State property. The contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

**PROHIBITION OF GRATUITIES.** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer to give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

**FEDERAL, STATE AND LOCAL TAXES-CONTRACTOR.** The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

**ANTITRUST.** The Contractor assigns to the State all of its rights to and interests in any causes of action it has or may acquire under the antitrust laws of the United States and the State of Kansas relating to the particular product or services purchased or acquired by the State pursuant to this contract.

**MODIFICATION.** This contract shall be modified only by the written agreement of the parties with the approval of the Director of Purchasing.

**ASSIGNMENT.** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State which consent will not be unreasonably withheld or delayed. This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

**THIRD PARTY BENEFICIARIES.** This Contract shall not be construed as providing an enforceable right to any third party.

CAPTIONS. The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

SEVERABILITY. If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

GOVERNING LAW. This agreement shall be governed by the laws of the State of Kansas.

NOTICE OF AWARD. The K-State Purchasing Office shall issue either a purchase order or a written contract to the successful vendor.

### SPECIAL CONDITIONS

TERM OF CONTRACT. The term of this contract is from the date of award to the completion of project.

OPEN-ENDED CONTRACT. This Invitation is for a contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time.

QUALITY. Materials used and workmanship shall be of the highest quality. Failure to produce and/or supply materials of the highest quality may result in rejection of an order entirely at the contractor's expense.

The decision of the K-State Director of Purchasing shall be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the contractor.

PRICE. Prices shall remain firm throughout the contract period.

DELIVERIES. All orders shall be shipped FOB destination, prepaid and included, unless stated otherwise. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall notify the ordering department of the expected delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the K-State Purchasing Office of any supply or delivery problems.

INVOICES. Each purchase order must be individually invoiced. Invoices shall be forwarded to the using department in duplicate and shall state the following:

- (1) Date of invoice;
- (2) Date of shipment (or completion of work);
- (3) Purchase Order number and contract number;
- (4) Itemization of all applicable charges; and
- (5) Net amount due.

PAYMENT. Payment Terms shall be net 30, unless stated otherwise. Payments will be made in regular routine per K.S.A. 75-6403 upon receipt by the ordering department of the contractor's invoice in duplicate.

## **SPECIFICATIONS**

### **OVERVIEW**

The Department of Agricultural Economics at Kansas State University (KSU) is seeking proposals from qualified individuals or firms to provide website development for the [www.AgManager.info](http://www.AgManager.info) website (AgManager). This is an existing website that has been operating since 2003, providing educational resources to the commercial agriculture industry. It is the primary outlet for extension and research materials from AgEcon faculty and staff. Successful applicants will demonstrate their qualifications and ability to provide all of the following: creative development of a new template and theme design for AgManager; coordination of timely and structured conversion of the existing website to the new CMS, including redirects for every page and file; utilization of the Drupal 8 Content Management System (CMS); implementation of analytics reports of activity on web pages and file downloads for feedback to AgManager contributors; conversion of existing and development of new interactive database applications using MySQL and PHP.

The outcome of the project will be to create a website that provides timely updates, interactive decision tools, and easily searchable archives of agricultural economics information to the Kansas agricultural industry and beyond. The expectation is that the site will be designed to be managed in the long run on a day-to-day basis by faculty and staff of the Department of Agricultural Economics. Desired competition date is 6/30/2016.

### **BACKGROUND**

The AgManager.info website has been in existence since 2003 and has won the award for Outstanding Electronic Media Education Award by the Agricultural and Applied Economics Association. It serves as the primary outlet to Extension audiences across the state and people in industry and academia across the country and world. The website is very comprehensive, due to its longevity and many contributing faculty, and will require a careful conversion to a new look with special attention paid to the organization and search ability of the website.

### **QUALIFICATIONS AND EXPERIENCE**

Proposals will be accepted from individuals, organizations (for-profit or non-profit), or other collaborative arrangements. Respondents must have a minimum of 10 years of experience as a web design and development firm with experience developing for private and public entities.

Proposers shall have substantial experience with the following:

- Demonstrated ability to develop permissions-based to content management, specifically using the Drupal8 CMS
- Coordination of timely and structured conversion of existing websites to new CMS, including redirects
- Experience with installing analytics software to generate reports on website activity
- Demonstrated ability to develop interactive database tools using MySQL and PHP

The respondent must be available for frequent (weekly) meetings throughout the project virtually or must make accommodations for physical meetings at Kansas State University. The respondent should also be available on an on-call basis for emergency situations.

The respondent will establish a team leader who will manage services provided under the resulting contract.

## **SCOPE OF SERVICES**

A fully functional, secure, and robust website capable of scalability and easy redeployment is expected at the end of the project. Specific items of service include:

- Site planning, professional design and programming
- User friendly CMS for updating HTML, PDF, Video and PPT files, and multiple levels of content
- Publish dates on content
- User testing
- Train staff to fully maintain site and run website analytics reports

Scope of services to be bid as add alternates:

- Allow site visitors to see content that is new since their last visit
- Allow site visitors to save content and media to their favorites
- Automatically create and send weekly emails with new content

Expected installation will be one complete virtual machine as designated by AgEcon. Full annotated source code and development documentation will be delivered to AgEcon and AgEcon will retain the full rights to redistribute the work product in perpetuity.

### **PROPOSAL CONTENTS TO ILLUSTRATE QUALIFICATIONS**

Qualification proposals shall include, at a minimum, the following items.

1. **Cover Letter** A one-page cover letter containing:
  - a. The name of the person(s) authorized to represent the Proposer in negotiating and signing any agreement which may result from the proposal.
  - b. Entity name and address.
  - c. Phone, website and e-mail address.
2. **Staffing**
  - a. Name and qualifications of the individuals who will provide the requested services.
  - b. A current resume for each individual providing services.
  - c. One person must be identified as the team lead. This person will be expected to provide at least 80 percent of the services and be the primary contact on the project.
  - d. The hourly rate charged for each individual must be identified in the proposal.
3. **Experience**
  - a. Describe experience working with Higher Education/Kansas State University.
4. **Approach/Work Plan**
  - a. A description of how the Proposer typically approaches website development projects. Include a description of how clients are assisted in using existing resources and leveraging the work the Proposer provides to them.
5. **Experience/Work Samples** Provide previous work examples that demonstrate how you meet the experience requirements. Submit three projects undertaken in the past three years (preferably for institution of higher education) that involved services similar to the services listed. For each example, provide the following information:
  - a. The scope and goals of the project and how success was measured.
  - b. A description of the Proposer's role in the project and, if applicable, a description of the work of other contractors.
  - c. Identify individuals listed under "Staffing" and who worked on the project and describe their role.
  - d. Provide a reference for the project—client's name, title, e-mail address and telephone number.
  - e. If applicable, attach relevant work samples or a visual representation of the work (for example, a URL for a website, a printed screenshot, etc.)
6. **Cost/Budget** Provide hourly rates or fee structure for the services listed in "Scope of Services".
7. **Capacity** Explain Proposer's workload capacity and level of experience commensurate with the level of service required by the proposal. Services provided under this proposal will be very intensive until July 1, 2016.
8. **Facilities** Explain Proposer's facilities and availability of support staff.
9. **Subconsultants/Subcontractors** A list of tasks, responsibilities, and qualifications of any Subconsultants/Subcontractors proposed to be used.
10. **Nondiscrimination** Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status, or other protected class and has a drug-free workplace policy.

### **CRITERIA**

Some of the major points on which responses will be evaluated are:

1. Professional Qualifications: Technical expertise and competence in the desired services, including education and years of experience of individuals who will be assigned to these projects.
2. Key personnel experience, availability and demonstrated ability to work together.
3. Respondent's experience in estimating probable costs accurately and completing the work on schedule.
4. The respondent's ability to undertake the work immediately and dedicate the necessary personnel and resources to meet the anticipated work schedule.
5. Past performance/references in meeting client objectives on schedule and within budget.
6. Any contract claims or terminations.
7. Innovative approaches and proposed solutions associated with educational websites.



Closing Date: 10/22/2015

Item: Website Design

Department: Agricultural Economics

**SIGNATURE SHEET**

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies.

LEGAL NAME OF PERSON, FIRM OR CORPORATION \_\_\_\_\_

TELEPHONE (TOLL FREE) NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY & STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TYPED NAME OF SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

ADDRESS \_\_\_\_\_

CITY & STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE (TOLL FREE) NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

E-MAIL \_\_\_\_\_

## **COST PROPOSAL**

**Vendor Name:** \_\_\_\_\_

### **Cost**

- Quotes shall include all services, products, travel, additional software, etc. needed.
- The bids submitted shall be valid for a minimum of 120 days
- In the cost, please provide the # of days for each item, where appropriate
- Please provide an estimate of cost in the format as follows:

### **Professional Services**

<b>Item</b>	<b>Cost</b>
Redesign of Website	\$
Mobile Applications	\$
Labor / Consultant Fees	\$
Training	\$
Interface Configuration (cost per interface)	\$
Web Hosting	\$
Social Media Implementation	\$
Analytics	\$
On-Going Support & Maintenance	\$
Other (please list)	\$

**Total Cost of the Proposed Solution:** \$ \_\_\_\_\_

Desired Completion Date: June 30, 2016. Vendors are to state their best approximate delivery / completion date which may be a factor in making an award.

Best delivery / completion date by: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Will you accept BPC for payment? Yes / No

Proposal responses shall include a list of 3 (minimum) references on a separate sheet. Company name, contact, phone number and email address information shall be included for each reference.

### 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.