KANSAS STATE UNIVERSITY PURCHASING OFFICE 21 ANDERSON HALL MANHATTAN, KS 66506 PHONE 785-532-6214 FAX 785-532-5577

<u>ITEM: VEHICLES</u> This is an abbreviated version of the four state vehicle contracts. To see the original contracts, click on the individual Contract ID links below.

Agency/Business Unit: Statewide

Period of Contract: through August 31, 2013

Procurement Officer: John T Lowe; john.lowe@da.ks.gov; t785-296-3126

- Contractor: **Davis Moore Inc.**; P.O. Box 780047, Wichita, KS 67278-0047; Jack Pulley; jpulley@davis-moore.com; t316-618-2000; f316-618-2128

Shawnee Mission Ford Inc.; 11501 Shawnee Mission Parkway, Shawnee, KS 66203-3359; Jay Cooper; jay.cooper@shawneemissionford.com; t913-248-2287; f913-631-7325

Ed Bozarth Chevrolet Inc. and GMAC; 3731 SW Topeka Blvd., Topeka, KS 66609-1229; Calvin Henry; <u>chenry@edbozarth.com</u>; t785-266-5151; f785-861-1240

Landmark Dodge; 1900 S Noland Rd., Independence, MO 64055-1316; Larry Wilson; landmarkdodge1@yahoo.com; t816-833-2100; f816-833-0948

Payment Terms: Net 30 days

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use a P-card for purchases from this contract.

Administrative Fee: Administrative Fees have been incorporated into the unit prices of this contract.

Group #	Description	Vendor	Page
Ι	Compact Sedan	Shawnee Mission Ford	2
II	Midsize Sedan	Landmark Dodge	3
III	Midsize Sedan/Hatchback Hybrid	Shawnee Mission Ford	4
IV	Intermediate Sedan FFV	Ed Bozarth Chevrolet	5
V	Compact Crossover Vehicle	Ed Bozarth Chevrolet	6
VI-A	5 Passenger Mini-Van	Landmark Dodge	7
VI-B	7 Passenger Mini-Van FFV	Davis Moore	8
VII-A	Full Size 8 Passenger Van FFV	Ed Bozarth Chevrolet	10
VII-B	Full Size 12 Passenger Van FFV	Ed Bozarth Chevrolet	11
VII-C	Full Size 15 Passenger Van FFV	Shawnee Mission Ford	12
VIII	Midsize Sport Utility Vehicle	Shawnee Mission Ford	13
IX	Full Size Sport Utility Vehicle, FFV	Ed Bozarth Chevrolet	15
Х	1/2 Ton Pickup	Ed Bozarth Chevrolet	17
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2013 Model Year STATE OF KANSAS BASE VEHICLE SPECIFICATIONS

GROUP I SPECIFICATIONS: COMPACT 4-DOOR SEDAN/HATCHBACK

EPA PASSENGER VOLUME INDEX: 87.1 Cu. Ft. minimum. ENGINE: Minimum of four cylinders with a minimum displacement of 1.8 L. WHEEL BASE: Minimum of 102.4". TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse. STEERING: Power assisted. BRAKES: Power assisted front disc, rear drum or disc. RADIO: AM/FM. AIR CONDITIONER: Fresh air type, factory installed. TIRES: All season tread 15". Spare Tire to be inflated ready for use. WINDSHIELD, REAR WINDOW & SIDE GLASS: To be tinted. TRUNK SPACE: Shall be a minimum of 12.2 cu. feet. MIRRORS: One inside prismatic day-night and left and right outside rear view mirrors. INSTRUMENTS DASH: Temperature indicator, oil pressure indicator, voltmeter indicator and gas gauge. FUEL TANK CAPACITY: 13 gallon.

GROUP I: COMPACT 4-DOOR SEDAN/HATCHBACK

CONTRACTOR: SHAWNEE MISSION FORD Base Vehicle to comply with State of Kansas 2013 Model Year Specifications equipped with the following equipment E-85 engine, tilt steering wheel, Power port, CD player, message center, ABS, Advance Trac, Cruise Control, Side curtain Air Bags, Rear Defroster, Remote Keyless Entry, Sync, Compass and Out Side Temperature display, Auto Headlamps, and Rear seat heat ducts, TPMS, Power Windows, Locks & Mirrors.

MANUFACTURER: Ford MODEL: Focus SE EPA PASSENGER VOLUME INDEX: 90.7 CU. FT. EPA MILEAGE: (gasoline), COMBINED 31 MPG, (E-85), COMBINED 23 MPG STANDARD EQUIPMENT: Alternator: 150 AMPS Battery: 500 CCA Fuel Tank Capacity: 12.4 gallons Tire Size: P215-55R16 Engine Size: 2.0 L Trunk Space: 13.2 cu. ft. UNIT PRICE \$15,316.00

UNIT PRICE PER VEHICLE

DELIVERY COST Topeka All other locations: CITY \$ 62.00 \$ 1.00 per mile per vehicle

SHIPPING LOCATION POINT: Kansas City EXTERIOR COLORS AVAILABLE: Black, Sterling Grey, Ingot Silver, Oxford White, Race Red BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE STANDARD WARRANTIES: TOTAL VEHICLE 36,000 MILES/36 MONTHS POWERTRAIN 60,000 MILES/60 MONTHS ADDITIONAL COST PER VEHICLE FOR A 5 YEAR OR 100,000 MILES FULL POWERTRAIN WARRANTY:\$ 605.00 PRICING FOR OTHER EXTENDED WARRANTIES: \$ 100.00 Over Dealer Cost, Call for a Quote

GROUPS II & III SPECIFICATIONS: MIDSIZE 4-DOOR SEDAN

EPA PASSENGER VOLUME INDEX: 95 Cu. Ft. minimum. ENGINE: Minimum of four cylinders with a minimum displacement of 2.2 L. WHEEL BASE: Minimum of 106.3". TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse. STEERING: Power assisted with tilt steering wheel. BRAKES: Power assisted front disc, rear drum or disc. RADIO: AM/FM. AIR CONDITIONER: Fresh air type, factory installed. TIRES: All season tread 15". Spare tire to be inflated ready for use. WINDSHIELD, REAR WINDOW & SIDE GLASS: To be tinted. TRUNK SPACE: Shall be a minimum of 13.4 cu. feet. MIRRORS: One inside prismatic day-night and left and right outside rear view mirrors. INSTRUMENT DASH: Temperature indicator, oil pressure indicator, voltmeter indicator and gas gauge. FUEL TANK CAPACITY: Shall be a minimum of 16 gallons. INTERIOR: Cloth seating for five (5) passengers, split or bucket type front seats. WINDSHIELD WIPERS: Intermittent with washer. AIR BAGS: Driver and front passenger.

GROUP II: MIDSIZE 4-DOOR SEDAN

CONTRACTOR: LANDMARK DODGE Base Vehicle to comply with State of Kansas 2013 Model Year Specifications equipped with the following equipment: Cruise Control, Tilt Steering Wheel, Rear Window Defogger, Remote keyless entry, Side impact air bags, CD Player, DC Power outlet, Power Windows doors locks and mirrors, Carpeted Floor mats

MANUFACTURER: Dodge MODEL: Avenger EPA PASSENGER VOLUME INDEX: 100 CU. FT. EPA MILEAGE: (gasoline) COMBINED 24 MPG STANDARD EQUIPMENT: Alternator: 140 AMPS Battery: 525 CCA Fuel Tank Capacity: 16.9 gallons Tire Size: 225/55R17 Engine Size: 2.4 L Trunk Space: 13 cu. ft.

MFG CODE **OPTIONS** UNIT PRICE Extra sets of Ignition/Door keys (3 sets total) DI \$ 200.00 Extra Door Key DI \$ 30.00 Power Driver's seat JPV \$490.00 Deep Tinted Glass A/M \$ 220.00 CITY DELIVERY COSTS UNIT PRICE PER VEHICLE Topeka \$ 92.50 Manhattan \$ 160.00 Norton \$417.50

All other locations: <u>\$1.25</u> per mile per vehicle based on a starting point of Kansas City plus 12 miles.

SHIPPING LOCATION POINT: Independence, MO BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE STANDARD WARRANTIES: TOTAL VEHICLE 36K MILES/ 3 YR MONTHS POWERTRAIN 100 K MILES/ 5 YR MONTHS Exterior Colors Available: Gray, Silver, Black, Blue, White, Red UNIT PRICE \$15,623.00

GROUP III: MIDSIZE 4-DOOR SEDAN HYBRID

CONTRACTOR: SHAWNEE MISSION FORD Base Vehicle to comply with State of Kansas 2013 Model Year Specifications for Midsize Four (4) Door Sedan EXCEPT the vehicle may be a sedan or hatchback and Shall have a hybrid power system and equipped with the following Equipment: Tire mobility kit in lieu of spare tire, Carpeted Floor mats, DC Power outlet, CD Player ABS, RKE, TPMS, Side and Curtain Air Bags, Advance Trac with Traction control, Regenerative braking system, outside temp display, Dual zone auto temp control, power driver seat, Oil Life Monitor, Cruise Control and Tilt Steering Wheel, Rear Window Defogger, Power Windows and Locks, Rear seat fold forward

MANUFACTURER Ford MODEL Hybrid Fusion EPA PASSENGER VOLUME INDEX 99.8 CU. FT. EPA MILEAGE 39 MPG STANDARD EQUIPMENT: Battery 390 CCA Fuel Tank Capacity 17.5 gallons Tire Size P255/50VRX17 Engine Size 2.5 L I4 Trunk Space 11.8 cu. ft.

OPTIONS Extra Set of Ignition/Door Keys (3 sets total) MFG CODE DI UNIT PRICE \$20.00

DELIVERY COSTS

CITY Topeka Manhattan ALL OTHER LOCATIONS UNIT PRICE PER VEHICLE \$62.00 \$116.00 \$1.00 PER MILE PER VEHICLE

SHIPPING LOCATION POINT: Kansas City, KS EXTERIOR COLORS AVAILABLE: Ginger Ale, Sterling Grey, Steel Blue, Ingot Silver, White Suede BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE STANDARD WARRANTIES: TOTAL VEHICLE 36,000 MILES/36 MONTHS POWERTRAIN 60,000 MILES/60 MONTHS ADDITIONAL COST PER VEHICLE FOR A 5 YEAR OR 100,000 MILES FULL POWERTRAIN WARRANTY: \$675 PRICING FOR OTHER EXTENDED WARRANTIES: \$150 Over Dealer Cost

UNIT PRICE \$25,802

GROUP IV SPECIFICATIONS: INTERMEDIATE SIZE 4-DOOR SEDAN

EPA PASSENGER VOLUME INDEX: 102.2 Cu. Ft. minimum. ENGINE: Minimum of six cylinders with a minimum displacement of 2.7 L. WHEEL BASE: Minimum of 110.5". TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse. STEERING: Power assisted with tilt steering wheel. BRAKES: Power assisted front disc, rear drum or disc. RADIO: AM/FM. AIR CONDITIONER: Fresh air type, factory installed. TIRES: All season tread 16". Spare tire to be inflated ready for use. WINDSHIELD, REAR WINDOW & SIDE GLASS: To be tinted. TRUNK SPACE: Shall be a minimum of 16.2 cu. feet. MIRRORS: One inside prismatic day-night and left and right outside rear view mirrors. INSTRUMENT DASH: Temperature indicator, oil pressure indicator, voltmeter indicator and gas gauge. FUEL TANK CAPACITY: Shall be a minimum of 16 gallons. INTERIOR: Cloth seating for five (5) passengers, split or bucket type front seats. WINDSHIELD WIPERS: Intermittent with washer. AIR BAGS: Driver and front passenger.

GROUP IV: INTERMEDIATE SIZE 4-DOOR SEDAN

CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC Base Vehicle to comply with State of Kansas 2013 Model Year Specifications equipped with an E-85 compatible engine, tilt steering wheel, cruise control, protective side molding, traction control, power driver's seat, side impact air bags, bucket seats, power windows, door locks and mirrors, rear window defroster, 4 Wheel anti-lock brakes, DC power outlet, remote keyless entry.

MANUFACTURER Chevrolet MODEL Impala (1WF19) EPA PASSENGER VOLUME INDEX: 104.5 CU. FT. EPA MILEAGE: Gasoline 23 MPG / E-85 17 MPG STANDARD EQUIPMENT: Alternator 125 AMPS Battery 600 CCA Fuel Tank Capacity 17 gallons Tire Size P225/60R16 Engine Size 3.5L Trunk Space 18.6 CU. FT.

OPTIONS	MFG CODE	UNIT PRICE
Color Coordinated Carpeted Floor Mats	B34	\$69.00
Extra Set of Ignition/Door Keys (3 sets total)	DA/Key	\$35.00
Extra Door Key	DA/Valet	\$4.00
Full size spare (Loose	DA/Spr	\$225.00
In trunk, Dealer installed)		
Deep Tinted Glass	DA/OPTNT	\$195.00
DELIVERY COSTS	CITY	UNIT PRICE PER VEHICLE
	Topeka	\$NC
	Manhattan	\$71.50
	Kansas City	\$80.60
	Hays	\$266.50

SHIPPING LOCATION POINT: Topeka BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1 1/2% EXTERIOR COLORS AVAILABLE: Silver, Dk Blue, Black, White, Gold, Gray, Red STANDARD WARRANTIES: TOTAL VEHICLE 36,000 MILES/ 36 MONTHS POWERTRAIN 100,000 MILES/ 60 MONTHS PRICING FOR OTHER EXTENDED WARRANTIES: 5yr / 100K B-B Wrap \$1,522.00 / each

UNIT PRICE \$17,124.00

GROUP V SPECIFICATIONS: COMPACT CROSSOVER 4 DOOR

ENGINE: Minimum of four (4) cylinders with a minimum displacement of 2.4 L. WHEEL BASE: Minimum 111" BODY: Comparable to Chevrolet Equinox, Ford Edge or Dodge Journey. Four (4) doors, Two (2) front bucket seats, or split bench seat with fold-down rear seat. BUMPERS: Front and Rear. TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse. DRIVE AXLE: To be a ratio most efficient for normal highway driving. BRAKES: To be hydraulic, front disc, rear drum or disc with power assist. TIRES: All Season Tread sized and load rated by manufacturer. SPARE TIRE: Tire and rim to be furnished with carrier. Spare tire to be inflated ready for use. FUEL TANK: To be standard frame mounted. STEERING: Power assisted. RADIO: AM/FM. WINDSHIELD, REAR WINDOW AND SIDE GLASS: To be tinted. MIRRORS, REAR VIEW: One inside prismatic day-night type. Right and left outside mirrors. INSTRUMENTS STANDARD DASH: Temperature indicator, oil pressure indicator, voltmeter indicator and fuel gauge. AIR CONDITIONING: Fresh air type, factory installed. WINDSHIELD WIPERS: Intermittent with washer. AIR BAGS: Driver and front passenger.

GROUP V: COMPACT CROSSOVER 4 DOOR

CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC Base Vehicle to comply with State of Kansas 2013 Model Year Specifications equipped with Four (4) Doors and two wheel drive, Cruise control, Power windows and locks, and Rear Window Defroster

MANUFACTURER Chevrolet MODEL Equinox FWD 1LF26 G.V.W. 4690 EPA MILEAGE: 26 MPG STANDARD EQUIPMENT: Alternator 120 AMPS Battery 525 CCA Fuel Tank Capacity 18.8 gallons Tire Size P225 / 65R17 Engine Size 2.4 L Mirror Size 7 1/4"x 4 3/4" UNIT PRICE \$18,722.00

DELIVERY COSTS CITY UNIT PRICE PER VEHICLE Topeka \$NC ALL OTHER LOCATIONS \$1.30 PER MILE PER VEHICLE ALTERNATIVE PRICING FOR MULTIPLE VEHICLE DELIVERY TO THE SAME LOCATION: 3 or more vehicles at same time and location \$1.20 per mile per vehicle

SHIPPING LOCATION POINT: Topeka BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1 ½ % EXTERIOR COLORS AVAILABLE: Silver, gold, white, black, gray STANDARD WARRANTIES: TOTAL VEHICLE 36,000 MILES/ 36 MONTHS POWERTRAIN 100,000 MILES/ 60 MONTHS PRICING FOR OTHER EXTENDED WARRANTIES: 5 yr / 100K B-B Wrap is \$1,522.00 / each

GROUPS VI-A & VI-B SPECIFICATIONS: MINI-PASSENGER VANS

FRONT WHEEL DRIVE. ENGINE: Seven (7) Passenger - Minimum of four cylinders with a minimum displacement of 2.7 L. Five (5) Passenger – Minimum of four cylinders with a minimum displacement of 2.0 L. WHEEL BASE: Seven (7) Passenger - Minimum 118 inches. Five (5) Passenger – Minimum 108 inches. BODY: Vehicle body shall have two front passenger doors (one right and one left), one cargo door, right side, sliding type, and a lift gate or double panel type rear door for cargo loading. All body panels shall have glass for complete visibility. Complete interior headliner and sideliners to be furnished. SEATS: Cloth seats, two front bucket seats. Seven Passenger to have second row bucket seats and rear bench seat or two rear bench seats. Five Passenger to have minimum seating for five passengers. BUMPERS: Front and rear. TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse. TRANSAXLE: To be most efficient for normal highway driving. STEERING: Power assisted. BRAKES: Power assisted-front disc, rear drum or disc. RADIO: AM/FM. AIR CONDITIONER: Fresh air type, factory installed. TIRES: All season tread sized by manufacturer's recommendations. Spare tire to be inflated ready for use. WINDSHIELD AND ALL GLASS: To be tinted. MIRRORS: One inside prismatic day-night and left and right outside mirrors. INSTRUMENT DASH: Temperature indicator, oil pressure indicator, voltmeter indicator and gas gauge. WINDSHIELD WIPERS: Intermittent with washer. AIR BAGS: Driver and front passenger.

GROUP VI-A: FIVE PASSENGER MINI VAN

CONTRACTOR: LANDMARK DODGE Base Vehicle to comply with State of Kansas 2013 Model Year Specifications for Mini-Passenger Vans Minimum (5 Passenger) and to include the following equipment: 7 passenger capacity, E-85 engine, tilt steering wheel, cruise control, power door locks, power windows, power mirrors, rear window defroster.

MANUFACTURER: Dodge MODEL: Grand Caravan EPA MILEAGE: (gasoline) COMBINED 20 MPG / (E-85) COMBINED 14 MPG STANDARD EQUIPMENT: Alternator: 160 AMPS Battery: 730 CCA Fuel Tank Capacity: 20 gallons Tire Size: P225/65R17 Engine Size: 3.6L Mirror Size: 6 X 6

OPTIONS	MFG. CODE	UNIT PRICE
Extra set of Ignition/Door keys (3 sets total)	DI	\$200.00
DELIVERY COSTS	CITY	UNIT PRICE PER VEHICLE
	Topeka	\$92.50
	Manhattan	\$160.00
All other locations: \$ 1.25 per mile per vehicle based on a	starting point of Kansas City plus 12	miles.

SHIPPING LOCATION POINT: Independence, MO BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE EXTERIOR COLORS AVAILABLE: Silver, Blue, Black, Red, White, Beige STANDARD WARRANTIES: TOTAL VEHICLE 36 K MILES/ 3 YR MONTHS POWERTRAIN 100 K MILES/ 5 YR MONTHS UNIT PRICE \$ 20,352.00

Base Vehicle to comply with State of Kansas 2013 Model		\$21,119.84
Year Specifications equipped with E-85 Compatible Engin	ne, Cruise Control,	
Tilt steering wheel, Rear Air Conditioner and Heat, CD Pl	ayer, Power Door	
Locks, Front Windows and mirrors, Rear Window Defrost	ter, Dual side	
Sliding doors, Carpeted floor mats, DC power outlet, 4 wh	eel Anti-lock brakes,	
remote Keyless Entry, Deep Tinted Windows		
MANUFACTURER Dodge; MODEL Grand Carav	an; G.V.W. 5500	
EPA MILEAGE: Gasoline: 20 MPG / E-85: 14 M		
STANDARD EQUIPMENT: Alternator 160 AMPS	5	
Battery 730 CCA		
Fuel Tank Capacity 20 gallons		
Tire Size 235/60R16		
Engine Size 3.6L V6		
Mirror Size 6" X 7"		
OPTIONS	MFG. CODE	UNIT PRICE
Extra set of Ignition/Door keys (3 sets total)	DLR	\$166.25
Full size spare tire (Shipped Loose, Inside Van)	DLR	\$169.90

CITY

Topeka

UNIT PRICE

\$114.24

\$110.88

NC

UNIT PRICE PER VEHICLE

\$.84 PER MILE PER VEHICLE

Manhattan Wichita ALL OTHER LOCATIONS SHIPPING LOCATION POINT: Wichita, KS BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1 1/2 %

GROUP VI-B: SEVEN PASSENGER MINI VAN CONTRACTOR: Davis-Moore Automotive, Inc.

DELIVERY COSTS

EXTERIOR COLORS AVAILABLE: White, Charcoal, Black, Silver, Red STANDARD WARRANTIES: TOTAL VEHICLE 36,000 MILES/ 36 MONTHS POWERTRAIN 60,000 MILES/ 60 MONTHS

GROUPS VII-A, VII-B & VII-C SPECIFICATIONS: FULL SIZE PASSENGER VAN (8, 12, 15 Passengers)

WHEEL BASE: Minimum of 135".

WEIGHT: The gross vehicle weight (GVW) shall not be less than: 7,000 pounds for 8 passenger, 8,600 pounds for 12 passenger, 9,100 pounds for 15 passenger.

BODY: Vehicle body shall have two front passenger doors (one right and one left), two rear panel doors opening completely for cargo loading and hinged swing out side door. All doors to be protected with drip molding. All body panels shall have glass for complete visibility. Complete interior headliner and sideliners to be furnished.

SEATS: Cloth seats two front bucket type seats and passenger bench seats as necessary to meet seating requirement.

ENGINE: Eight Passenger and Twelve Passenger Van to have minimum 4.6L V-8. Fifteen passenger van to have minimum 5.4L V-8.

TRANSMISSION: An automatic type with a minimum of three speeds forward and one reverse

BRAKES: To be front disc and rear drum or disc type with power assist.

STEERING: Power assisted.

REAR AXLE: To be standard for engine and transmission, specified above, used for normal highway use.

TIRES: All Season Tread sized and load rated by manufacturer for G.V.W. specified. Full size Spare tire and rim to be furnished, inflated ready for use and mounted underneath the vehicle or at the rear with cover.

AIR CONDITIONING: Front unit only, fresh air type, factory installed.

RADIO: AM/FM.

WINDSHIELD AND ALL GLASS: To be tinted.

MIRRORS: One inside prismatic day-night type and right and left outside below eyeline rear view mirrors. (Minimum 35 square inches each).

INSTRUMENTS STANDARD DASH: Temperature Gauge, oil pressure gauge, voltmeter gauge, gas gauge.

BUMPERS: Front and Rear, to have matching finish, unless otherwise specified.

WINDSHIELD WIPERS: Intermittent with washer.

AIR BAGS: Driver and front passenger.

GROUP VII-A: FULL SIZE EIGHT PASSENGER VAN CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC Base Vehicle to comply with State of Kansas 2013 Model Year Specifications equipped with Tilt steering wheel, DC power outlet, E-85 Compatible Engine

> MANFACTURER Chevrolet MODEL Express 8 passenger van (CG13406) G.V.W. 7300 EPA MILEAGE: Gasoline: 14 MPG E-85: 11 MPG STANDARD EQUIPMENT: Alternator 125 AMPS Battery 600 CCA Fuel Tank Capacity 31 gallons Tire Size P245/70R17 Engine Size 5.3L Mirror Size 8" X 7"

OPTIONS	MFG. CODE	UNIT PRICE
Power Locks and Windows	ZQ2	\$411.00
Factory Tow Package	282	\$231.00
Cruise Control	ZQ3	\$344.00
Rear AC and heat	C69/C36	\$1,015.00
Extra set of Ignition/Door keys (3 sets total)	DA/Key	\$36.00
Extra Door key	DA Door Key	\$4.00
Carpet Floor covering and Vinyl Floor Mats	B30	\$161.00
DELIVERY COSTS	CITY	UNIT PRICE PER VEHICLE
	Norton	\$365.40
	Manhattan	\$77.00
	Hays	\$287.00
	Garden City	\$438.20

Garden City Colby

ALL OTHER LOCATIONS: ALTERNATIVE PRICING FOR MULTIPLE VEHICLE DELIVERY TO THE SAME LOCATION: 1.30 per mile per vehicle when 3 or more vehicles are ordered at the same time

SHIPPING LOCATION POINT: Topeka, KS

BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1 ½ % EXTERIOR COLORS AVAILABLE: Black, White, Red (Additional colors available for \$130.02 per vehicle: Graystone Met, Dark Blue Met, Dark Green Met, Silverstone Met, Sandstone Met STANDARD WARRANTIES: TOTAL VEHICLE 36,000 MILES/ 36 MONTHS POWERTRAIN 100,000 MILES/ 60 MONTHS PRICING FOR OTHER EXTENDED WARRANTIES: 100,000 mile B-B Wrap \$1,802.00 / each

UNIT PRICE \$18,831.00

\$434.00

\$1.40 PER MILE PER VEHICLE

Model Year Specifications equipped with the following eq Tilt steering wheel, DC power outlet, E-85 Compatible Eng		\$19,829.00
MANUFACTURER Chevrolet MODEL Express-12 passenger (CG23406) G.V.W. 8600 EPA MILEAGE: Gasoline 14 MPG E-85 10 MP STANDARD EQUIPMENT: Alternator 105 AMPS Battery 600 CCA Fuel Tank Capacity 31 gallons Tire Size LT245/75R16E Engine Size 4.8 L Mirror Size 8" x 7"	G	
OPTIONS Remote Keyless Entry (Requires Power Locks) Power Locks and Windows Sliding Side Passenger door and Rear AC/Heat Cruise Control Rear AC and heat Extra set of Ignition/Door keys (3 sets total) Extra Door key Floor covering and Vinyl Floor Mats Factory Trailer Tow Package	MFG. CODE ATG ZQ2 YA2/C69 DA/Key Z82	UNIT PRICE \$148.00 \$411.00 \$ 889.00 ZQ3 \$345.00 C69/C36 \$758.00 \$36.00 DA Door Key \$4.00 B30 \$161.00 \$231.00
DELIVERY COSTS	CITY Wichita Hays Norton ALL OTHER LOCATIONS	UNIT PRICE PER VEHICLE \$190.40 \$287.00 \$ 225.40 \$1.40 PER MILE PER VEHICLE:

UNIT PRICE

\$19,829.00

ALTERNATIVE PRICING FOR MULTIPLE VEHICLE DELIVERY TO THE SAME LOCATION: 3 or more vehicles delivered to the same location and same time \$1.30 per mile per vehicle

SHIPPING LOCATION POINT: Topeka

GROUP VII-B: FULL SIZE TWELVE PASSENGER VAN CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC

Base Vehicle to comply with State of Kansas 2013

BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1 ½ % EXTERIOR COLORS AVAILABLE: White, Black, Red Additional colors available for \$130.02 per vehicle: Graystone Met, Dark Blue Met, Dark Green Met, Silverstone Met, Sandstone Met STANDARD WARRANTIES: TOTAL VEHICLE 36,000 MILES/36 MONTHS POWERTRAIN 100,000 MILES/60 MONTHS PRICING FOR OTHER EXTENDED WARRANTIES: 100,000 mile B-B Wrap \$1,852.00 / each CONTRACTOR: SHAWNEE MISSION FORD Base Vehicle to comply with State of Kansas 2013 Model Year Specifications for Fullsize Passenger Type Vans (15 Passenger) and to include the following equipment: E-85 engine, rear AC and heat, ABS, Advance Tract with RCS, TOMS, Power Port.

GROUP VII-C: FULL SIZE FIFTEEN PASSENGER VAN

MANUFACTURER: Ford MODEL: E-350 Club Wgn XL 15 Passenger G.V.W.: 9100 STANDARD EQUIPMENT: Alternator: 120 AMPS Battery: 650 CCA Fuel Tank Capacity: 33 gallons Tire Size: LT245/75R16 Engine Size: 5.4L V-8 Mirror Size: 9 X 7

OPTIONS Cruise Control and Tilt steering wheel Power locks and windows Extra set of Ignition/Door keys (3 sets total) Sliding side passenger door

MFG CODE 525 903 DI 60S CITY UNIT PRICE \$ 204.00 \$ 422.00 \$ 2.00 NC

\$62.00 Per Mile

\$116.00 Per Mile

UNIT PRICE PER VEHICLE

\$ 1.00 per mile per vehicle.

DELIVERY COSTS

SHIPPING LOCATION POINT: Kansas City BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE EXTERIOR COLORS AVAILABLE AT NO CHARGE: Vermillion Red, Black, Oxford White EXTERIOR COLORS AVAILABLE AT AN ADDITIONAL COST OF \$115.00: DK BLUE, PUEBLO GOLD, STEEL BLUE, INGOT SILVER STANDARD WARRANTIES: TOTAL VEHICLE 36,000 MILES/ 36 MONTHS POWERTRAIN 60,000 MILES/ 60 MONTHS ADDITIONAL COST PER VEHICLE FOR A 5 YEAR OR 100,000 MILES FULL POWERTRAIN WARRANTY: \$ 805.00 PRICING FOR OTHER EXTENDED WARRANTIES: \$ 100.00 OVER Dealer cost, call for a quote

Topeka

Manhattan

All other locations:

UNIT PRICE \$23,547.00

GROUP VIII SPECIFICATIONS: MIDSIZE SPORT UTILITY/CROSSOVER

ENGINE: Minimum of six (6) cylinders with a minimum displacement of 3.6 L. WHEEL BASE: Minimum 113" BODY: Comparable to Chevrolet Traverse, Ford Explorer or Dodge Durango. Four (4) doors, two (2) front bucket seats, or split bench seat with fold-down rear seat. **BUMPERS:** Front and Rear. TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse. DRIVE AXLE: To be a ratio most efficient for normal highway driving. BRAKES: To be hydraulic, front disc, rear drum or disc with power assist. TIRES: All Season Tread sized and load rated by manufacturer. SPARE TIRE: Tire and rim to be furnished with carrier. Spare tire to be inflated ready for use. FUEL TANK: To be standard frame mounted. STEERING: Power assisted. RADIO: AM/FM. WINDSHIELD, REAR WINDOW AND SIDE GLASS: To be tinted. MIRRORS, REAR VIEW: One inside prismatic day-night type. Right and left outside mirrors. INSTRUMENTS STANDARD DASH: Temperature indicator, oil pressure indicator, voltmeter indicator and fuel gauge. AIR CONDITIONING: Fresh air type, factory installed. WINDSHIELD WIPERS: Intermittent with washer. AIR BAGS: Driver and front passenger.

GROUP VIII: MIDSIZE SPORT UTILITY/CROSSOVER

CONTRACTOR: SHAWNEE MISSION FORD Base Vehicle to comply with State of Kansas 2013 Model Year Specifications equipped with two wheel drive and to include the following equipment: E-85 Engine, Tilt Steering Wheel, Rear window Defroster, 7 Passenger Capacity, Power Port, ABS, Advanced Trac with RSC, TPMS, CD Player, RKE, Power Driver Seat, Safety Canopy, Rear A/C and Heater, Third Row Seat, Cruise Control, Power Windows, Locks, Mirrors

MANUFACTURER: Ford MODEL: Explorer base front wheel drive EPA MILEAGE: (gasoline) COMBINED 20 MPG / (E-85) COMBINED N/A STANDARD EQUIPMENT: Alternator: 175 AMPS Battery: 540 CCA Fuel Tank Capacity: 18.6 gallons Tire Size: P245/65r17 Engine Size: 3.5L v-6 Mirror Size: 7 x 5

OPTIONS 4 wheel drive Extra set of Ignition/Door keys (3 sets total) Trailer Package MFG CODE K8A DI 52T

UNIT PRICE \$1,650.00 \$ 20.00 \$ 497.00

UNIT PRICE

\$23,014.00

DELIVERY COSTS

CITY Topeka Manhattan ALL OTHER LOCATIONS UNIT PRICE PER VEHICLE \$ 116.00 \$ 62.00 \$1.00 PER MILE PER VEHICLE

SHIPPING LOCATION POINT: Kansas City
BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE
STANDARD WARRANTIES: TOTAL VEHICLE: 36,000 MILES/ 36 MONTHS
POWERTRAIN 60,000 MILES/ 60 MONTHS
ADDITIONAL COST PER VEHICLE FOR A 5 YEAR OR 100,000 MILES FULL POWERTRAIN WARRANTY:
\$ 685.00 Front wheel drive / \$ 745.00 4 X 4
PRICING FOR OTHER EXTENDED WARRANTIES: \$ 100.00 over Dealer cost, call for a quote

GROUP IX SPECIFICATIONS: FULL SIZE 4 DOOR SPORT UTILITY

ENGINE: Minimum 5.3 L., V-8. WHEEL BASE: Minimum of 130". BODY: Four (4) Door comparable to Chevrolet Suburban or Ford Expedition EL, panel rear doors or Liftgate, all doors and body side sections to have glass, front seating for three (3). BUMPERS: Front and Rear. TRANSMISSION: Automatic type with not less than three (3) speeds forward and one reverse. REAR AXLE: To be a ratio most efficient for normal highway driving. BRAKES: Power disc front and rear. TIRES: All Season Tread sized and load rated by manufacturer for G.V.W. SPARE TIRE: Fullsize Tire and rim to be furnished with carrier. Spare tire to be of same type and design. FUEL TANK: Standard frame mounted. STEERING: Power assisted. RADIO: AM/FM. WINDSHIELD, REAR WINDOW AND SIDE GLASS: To be tinted. MIRRORS, REAR VIEW: One inside prismatic day-night type. Right and left outside mirrors. INSTRUMENTS STANDARD DASH: Temperature indicator, oil pressure indicator, voltmeter indicator and fuel gauge. AIR CONDITIONING: Fresh air type, factory installed. WINDSHIELD WIPERS: Intermittent with washer.

AIR BAGS: Driver and front passenger.

GROUP IX: FULL SIZE 4-DOOR SPORT UTILITY CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC Base Vehicle to comply with State of Kansas 2013 Model Year Specifications equipped with an E-85 compatible engine, Vinyl Seats, Tilt Steering Wheel, Trailer Package, Rear Window Defroster, Rubber Flooring, Cruise Control, Power windows, locks and mirrors, Anti-lock Brakes, Power Point, Side Impact Airbags, Center 3 passenger seat, Rear 3 passenger seat, Rear air conditioning and heat.

MANUFACTURER: Chevrolet MODEL: Suburban (CC10906) G.V.W.: 7200 EPA MILEAGE: 17 MPG STANDARD EQUIPMENT: Alternator 160 AMPS Battery 600 CCA Fuel Tank Capacity 31 gallons Tire Size P265/70R17 Engine Size 5.3L Mirror Size 9 ½ x 6

OPTIONS	MFG. CODE	UNIT PRICE
8600 #GVW and four wheel drive	CK20906	\$4,016.00
Four wheel drive	CK10906	\$2,558.00
8600# GVW	CC20906	\$1,439.00
Extra Set of Ignition/Door Keys (3 Sets Total)	DA/Key	\$35.00
Extra Door Key	DA/Valet	\$4.00
Cloth seats	XC	\$ NC
Non-Slip Differential	G80	\$255.00
Color coordinated carpet floor covering	B58 / B30	\$165.00
and carpeted floor mats, front and rear		
Deep Tinted Glass	ANJ	\$256.00
DELIVERY COSTS	CITY	UNIT PRICE
	Topeka	\$NC
	Manhattan	\$77.00
	Hutchinson	\$222.60
	Salina	\$156.80
	ALL OTHER LOCATIONS	\$1.40 PER MILE PER VEHICLE

UNIT PRICE

\$29,557.00

ALTERNATIVE PRICING FOR MULTIPLE VEHICLE DELIVERY TO THE SAME LOCATION: 3 or more vehicles at same time and location 1.30 per mile per vehicle

SHIPPING LOCATION POINT: TopekaBASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS $1\frac{1}{2}$ %STANDARD WARRANTIES: TOTAL VEHICLE:36,000 MILES/36 MONTHSPOWERTRAIN100,000 MILES/ 60 MONTHSPRICING FOR OTHER EXTENDED WARRANTIES:5yr/100K B-B wrap4X2 = \$1,522.00/each4X4 = \$1,722.00/each

GROUP X SPECIFICATIONS: 1/2 TON PICKUP

ENGINE: Minimum of six cylinders with a minimum displacement of 3.7 L.

WHEEL BASE: Minimum of 133".

G.V.W.: The gross vehicle weight shall be a minimum of 6,100 pounds.

BODY: To be standard cab with eight (8) foot, styleside or fleetside type pickup body. Exterior and interior to be custom trimmed with single, standard, factory color.

BUMPERS: Front to be painted or chrome oval type. Rear to be factory installed, "step" type with single license tag light and holes for trailer ball and safety chain.

TRANSMISSION: To be automatic type with not less than three (3) speeds forward and one reverse.

REAR AXLE: To be standard for engine and transmission, specified above, used for normal highway use.

BRAKES: To be hydraulic, front disc, rear drum or disc with vacuum power assist.

TIRES: Sized and load rated by manufacturer's recommendations for G.V.W. specified. All season tread.

SPARE TIRE: Fullsize Tire and rim to be furnished with side mounted carrier inside truck bed or under bed.

FUEL TANK: To be standard frame mounted. 26 gallon capacity.

STEERING: Power assisted.

RADIO: AM/FM.

WINDSHIELD, REAR WINDOW & SIDE GLASS: To be tinted.

MIRRORS: One inside prismatic day-night type and right and left outside below eyeline rear view mirrors. (Minimum 40 sq. in.). INSTRUMENTS STANDARD DASH: Temperature gauge, oil pressure gauge, voltmeter gauge and fuel gauge.

AIR CONDITIONER: Fresh air type, factory installed.

WINDSHIELD WIPERS: Intermittent with washer.

AIR BAGS: Driver and front passenger.

GROUP X: 1/2 TON PICKUP

CONTRACTOR: ED BOZARTH CHEVROLET AND GMAC Base Vehicle to comply with State of Kansas 2013 Model Year Specifications equipped with two Wheel drive, standard cab equipped with split seat with fold down armrest, DC Power Outlet, Anti-lock Brakes, Tilt Steering Wheel, Cruise control

> MANUFACTURER: Chevrolet MODEL: Silverado 1500 W/T (CC10903) G.V.W.: 6400 EPA MILEAGE: 17 MPG STANDARD EQUIPMENT: Alternator 145 AMPS Battery 600 CCA Fuel Tank Capacity 34 gallons Tire Size P245/70R17 Engine Size 4.3L Mirror Size 10" x 6 1/2"

OPTIONS	MFG. CODE	UNIT PRICE
Cruise Control and Tilt Steering wheel	K34	\$217.00
Extra Set of Ignition/Door Keys (3 sets total)	DA/Key	\$5.00
Extra Door Key	DA/Valet	\$4.00
4.8 L E-85 Engine	L20	\$810.00
5.3 L E-85 Engine	LMG	\$1,497.00
4X4 Extended cab with	CK10953	\$6,640.00
Long bed and 5.3L V-8 engine		
4X4 Extended cab with	CK10753	\$5,618.00
short bed and 4.8L V-8 engine		
Extended cab with long	CC10953	\$3,820.00
bed and 5.3L V-8 engine		
Extended cab with short bed	CC10753	\$1,930.00
4 wheel drive	CK10903	\$2,150.00
Power Door Locks (standard cab)	AV3	\$350.00
Power Door Locks (extended cab)	AV3	\$385.00
Power Door Locks and Windows (standard cab)	5B5	\$797.00
Power Door Locks and Windows (extended cab)	5B5	\$863.00
Deep Tinted Glass (standard cab)	AJ1	\$87.00
Deep Tinted Glass (extended cab)	AJ1	\$130.00
GM Bedliner	DA	\$205.00
Locking Rear Differential	G80	\$282.00
Handling Suspension	Z85	\$83.00
DELIVERY COSTS	CITY	UNIT PRICE
	Topeka	\$NC
	Manhattan	\$71.50
	Pratt	\$276.90
	ALL OTHER LOCATIONS	\$1.30 PER MILE PER VEHICLE

ALTERNATIVE PRICING FOR MULTIPLE VEHICLE DELIVERY TO THE SAME LOCATIONS:

3 or more vehicles at same time and location 1.20 per mile per vehicle

SHIPPING LOCATION POINT: Topeka BASIS FOR PRICING OF NON-SPECIFIED FACTORY OPTIONS: INVOICE LESS 1 1/2 % EXTERIOR COLORS AVAILABLE: White, Graystone, Black, Victory Red, Imperial Blue, Silvermist, Mocha Mist STANDARD WARRANTIES: TOTAL VEHICLE: 36,000 MILES/36 MONTHS POWERTRAIN 100,000 MILES/ 60 MONTHS PRICING FOR OTHER EXTENDED WARRANTIES: 5yr/100K B-B wrap 4X2 = \$1,522.00/each 4X4 = \$1,722.00/each

GROUP XI SPECIFICATIONS: 3/4 TON PICKUP

ENGINE: Minimum of eight cylinders and a displacement of not less than 5.3 L. WEIGHT: The gross vehicle weight shall be not less than 8,600 pounds. WHEELBASE: Wheelbase to be not less than 133" and cab to axle dimension not less than 54". BODY: To be equipped with a standard cab and styleside or fleetside pickup body unless otherwise specified in the proposal. TRANSMISSION: To be Automatic type with not less than three (3) speeds forward and one (1) reverse. STEERING: Power assisted. BRAKES: To be power assisted, front disc, rear drum or disc. REAR AXLE: To be standard for engine and transmission, specified above, used for normal highway use. TIRES: All Season tread. Sized and load rated by manufacturer recommendation for G.V.W. specified. SPARE TIRE: Full Size tire and wheel furnished with side mounted carrier inside truck or under bed. Tire of same design and tread. MIRRORS: One inside prismatic day-night type and right and left outside below eye line rear view mirrors (minimum 54 sq. in.). STANDARD DASH INSTRUMENTS: Oil Pressure gauge, Temperature gauge, voltmeter gauge, and Fuel gauge. BUMPERS: Front and rear to be painted or chrome. Rear to be factory installed "step" type with single license tag light and holes for trailer ball and safety chain. RADIO: AM/FM. AIR CONDITIONER: Fresh air type, factory installed. WINDSHIELD WIPERS: Intermittent with washer.

FUEL TANK: To be standard frame mounted, 30 gallon capacity.

GROUP XI: 3/4 TON PICKUP

CONTRACTOR: SHAWNEE MISSION FORD Base Vehicle to comply with State of Kansas 2013 Model Year Specifications for 3/4 Ton Pickup Trucks, 4X2 Standard Cab with the following: E-85 engine, Tilt Steering Wheel, Vinyl 40/20/40 Split Bench Seat with Fold Down Armrest, Manual Trailer Tow Mirrors-Incs Outside Temp Display, Advance Trac with RSC, ABS, TPMS, Message Center, Hourmeter, Tow Hooks, Receiver Hitch, 7 Wire Harness with Relays and 7/4 Pin Connector, Lockable Tailgate, Oil Reminder On Gas, Intelligent Oil Life Monitor on Diesel.

UNIT PRICE \$18,382.00

MANUFACTURER: Ford MODEL: F-250 Regular Cab 4X2 XL SRW G. V. W.: 10000 STANDARD EQUIPMENT: Alternator: 157 AMPS Battery: 650 CCA Fuel Tank Capacity: 35 Gas / 26 Diesel regular Cab, 37.5 Diesel 8' Bed Super & Crew Cab Tire Size: LT245/75RX17 Engine Size: 6.2L V-8 Mirror Size: 8 X 7

OPTIONS	NUMBER		UNIT PRICE
Cruise Control	525		\$197.00
Diesel engine and Engine block Heater (400 HP)	99T / 41H		\$6,687.00
Locking rear differential	X3E 3.73 Gas		\$328.00
-	X3H 3.31 Diesel		
Orange Paint (Min 5 Per Order)	W5685E		\$450.00
Four Wheel Drive (standard cab)	F2B		\$2,475.00
Skid Plates (When ordered with 4X4)	41P		\$84.00
Cloth split bench seat with	1 S		\$84.00
Fold down armrest (Reg and Ext. Cab)			
Delete pickup bed and	66D/512	(DEDUCT) (-)	\$250.00
Rear bumper (Does not			
Include spare tire delete)			
Extra Set of Ignition/	DI		\$20.00
Door Keys (3 Sets Total)			
Extra Door Key	DI		\$2.00
Power windows, Power locks	90L		\$752.00
Power Heated Mirrors, Remote			
Keyless Enter and Perimeter Alarm			

Keyless Enter and Perimeter Alarm

Extended cab – 8' bed Crew Cab – 8' bed 2" Combination Pintle Hook/Ball Frame Mounted Class III type receiver Hitch and	X2A W2A DI	\$1,725.00 \$3,750.00 \$100.00
Trailer wiring harness (Dealer installed) Round 7 Way Commercial Trailer Wiring Connector Pollack Poll 11-720EP	DI	\$100.00
DELIVERY COSTS	CITY Topeka Chanute Manhattan Hutchinson Hays Salina ALL OTHER LOCATIONS	UNIT PRICE PER VEHICLE \$62.00 \$123.00 \$116.00 \$216.00 \$266.00 \$177.00 \$1.00 PER MILE PER VEHICLE
SHIPPING LOCATION POINT: Kansas City BASIS FOR PRICING OF NON-SPECIFIED FAC STANDARD WARRANTIES: TOTAL VEHICLI	E: 36,000 MILES/ 36 MONTH	IS

POWERTRAIN 60,000 MILES/ 60 MONTHS ADDITIONAL COST PER VEHICLE FOR A 5 YEAR OR 100,000 MILES FULL POWERTRAIN WARRANTY: \$ 805.00 4X2 Gas / \$855.00 4X2 DIESEL \$ 935.00 4X4 Gas / \$ 935.00 4X4 DIESEL PRICING FOR OTHER EXTENDED WARRANTIES: \$ 100.00 Over Dealer Cost, Call for a quote

TERMS AND CONDITIONS

- 1. Contract Documents: In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
 - Form DA 146a;
 - o written modifications to the executed contract;
 - written contract signed by the parties;
 - the RFP, including any and all amendments; and
 - o Contractor's written proposal submitted in response to the RFP as finalized.
- 2. Contract Formation: No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful contractor.
- 3. Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Division of Purchases 900 SW Jackson St, Room 102N Topeka, Kansas 66612-1286 RE: Contract Number (<u>35131 / EVT0000834</u>) or (<u>36332 / EVT0000834</u>) or (<u>36334 / EVT0000834</u>)

or to any other persons or addresses as may be designated by notice from one party to the other.

- 4. **Termination for Cause:** The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - o the Contractor fails to make delivery of goods or services as specified in this contract;
 - o the Contractor provides substandard quality or workmanship;
 - o the Contractor fails to perform any of the provisions of this contract, or
 - o the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

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

- 5. Termination for Convenience: The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it 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.
- 6. **Rights 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 shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

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.

- 7. Force Majeure: The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.
- 8. 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 State shall not constitute a waiver.
- 9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

11. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its

subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

- 12. **Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.
- 13. Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.
- 14. Confidentiality: The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.
- 15. Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.
- 16. Environmental Protection: The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.
- 17. Hold Harmless: The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract 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.

- 18. Care of State Property: The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.
- 19. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.
- 20. Retention of Records: Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

- 21. Antitrust: If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.
- 22. **Modification:** This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
- 23. 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. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

- 24. Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.
- 25. 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.
- 26. **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.
- 27. Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee

County, Kansas.

- 28. Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution 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 Agreement shall be deemed a waiver of the Eleventh Amendment.
- 29. Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.
- 30. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.
- 31. Debarment of State Contractors: Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) convictor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.
- 32. Immigration and Reform Control Act of 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

- 33. Worker Misclassification: The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
- 34. Injunctions: Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
- 35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 36. Federal, State and Local Taxes: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

37. Accounts Receivable Set-Off Program: If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

38. Definitions: A glossary of common procurement terms is available at http://da.ks.gov/purch, under "Purchasing Forms".

SPECIAL PROVISIONS

Quarterly Reports: The contractor is required to submit a quarterly report to the Division of Purchases detailing all acquisitions made by the State from this contract. This report should include as a minimum the agency name, quantity, description and amount group number (even if the amount is zero).

Administrative Fee: Vendor(s) must pay a 1/2% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost (bid price) of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Division of Purchases" and must be paid within 30 days following the end of each quarter.

Open-Ended Contract: This is an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time.

Deliveries: All orders shall be shipped FOB destination, prepaid and included, within 90 (Ninety) days of receipt of a purchase order unless special options are specified. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall notify the ordering agency of the expected delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the Division of Purchases of any supply or delivery problems.

Invoices: Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency 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.

Contract Period: Date of Award through August 31, 2013 or until orders are no longer accepted by the Manufacturer..

Vehicle Purchase Request Form: All orders sent to Contractors must include a numbered vehicle purchase request form for each vehicle ordered. The Board of Regents Institutions (Universities) and Political Sub-divisions are exempt from this requirement. Contractor shall not accept orders which fail to include this form. A copy of the form is enclosed.

Orders: Orders will be placed periodically throughout the contract period by State Agencies. Agency orders will show options required, colors, title information delivery hours and the name of a contact person and telephone number. The State realizes that the manufacturer may discontinue accepting order prior to the contract termination date. Contractors shall inform the Division of Purchases of early order cutoff dates.

Payment Terms: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

Delivery: Vehicles delivered shall have mileage readings not to exceed 50 miles plus the mileage distance from the contractor's shipping point to the delivery location and in no case shall the odometer reading exceed 500 miles. The contractor shall notify the agency 48 hours prior to delivering the vehicle and shall comply with the Agency's delivery hours.

Contractor shall guarantee delivery of vehicles ordered prior to March 1, each model year. After March 1, Agencies shall contact vendor prior to placing orders to insure availability. If the Contractor receives an order and cannot guarantee delivery, the Contractor will immediately notify the ordering Agency in writing with a copy to the Procurement Officer.

Delivery Costs one firm price per mile is shown for delivery of each category of vehicle no matter the distance from the shipping point (defined as location of Pre-delivery Inspection) to the delivery point. Alternative pricing for delivery of multiple vehicles may also be shown. All shipping points in the Kansas City, Missouri Metro Area shall use Kansas City as the basis for figuring mileage. The attached mileage chart will be used to determine delivery charges if delivery is made to a city not shown based upon the contractor's unit price per mile. No "Delivery Charge" will be assessed if the vehicles are drop shipped to the delivery location and the State Agency performs the predelivery inspection.

Contractors will not charge mileage for delivery to destinations within the City where the shipping point is located. Delivery of vehicles to destinations located outside the boundaries of the specified City which result in a total delivery distance which exceeds the distance to any destination within the City boundaries will be allowed to assess the appropriate per mile charge for the difference in the two distances.

The Contractor agrees, if his proposal is accepted, to guarantee the design, material and workmanship of the unit bid according to the standard factory warranty, or for one year, whichever is greater. A copy of the warranty shall accompany the bid. Warranty coverage shall include costs of transporting the unit to and from factory authorized service center, when outside a 150 mile radius of the delivery point.

Miscellaneous Requirements (All Vehicles)

LICENSE TAG BRACKETS AND BOLTS: Each vehicle will be equipped with adequate license tag brackets to protect license tag. Sufficient bolts and fasteners shall be furnished to properly apply license tags on back of vehicle.

KEYS: Two complete sets of keys are to be furnished on substantial key rings. Operability of <u>all</u> keys must be verified by dealer prior to delivery.

KEY CODES: A printed record of key codes and corresponding manufacturer's identification numbers shall be furnished for each vehicle or vehicles listed on an invoice.

<u>SERVICE</u>: Each vehicle shall be serviced (prior to delivery) including all fluids to be at proper level. All doors, hatch cover (or trunk cover) and hood shall be properly adjusted. All fittings and attachments shall be accounted for. All mechanical adjustments (throttle linkage, headlights, front end) shall have been made. There shall be at least 1/4 tank of gas shown on the gas gauge at the time of delivery. Engine shall be protected with ethylene glycol antifreeze to 20 degrees below zero. Windshield Washers shall be full of winter strength solution to prevent freezing. Vehicle to be clean both interior and exterior.

Each vehicle delivered shall have a separate vehicle packet containing: 2 sets of operable keys; (<u>NOTE</u>: Contractor is to verify all keys are operable <u>prior to delivery</u>, payment may be delayed if any keys provided are inoperable) certificate of origin specifying the specific state agency as new owner; odometer statement; operator's manual; warranty standards; tire warranty. This packet must accompany each vehicle as it is delivered.

Floor Mats, when specified, shall be located in all passenger locations, may be dealer installed and shall be color coordinated with interior color.

Vehicles to be available in a sufficient variety of colors. Vendors will be required to provide a color card to each agency upon request.

Full size spare tires, when required, to be same brand, size and tread design as other tires. "Temporary USE" spare tires will not be acceptable as full size spare tires. If shipped loose, bidders are to so note as an exception.

Vehicles to comply with all Federal and State safety regulations.

Running Boards if specified on Vans are to be adjusted so they provide a practical stepping surface. Running Boards delivered which are adjusted so far under the Van that they are not functional will be rejected.

Contractors will provide any options not specified at Invoice cost or less as shown in the price schedule. Agencies will request these options from the State Procurement Officer. The Procurement Officer will then obtain pricing from the Contractor based upon written verification and inform the Agency of the cost.

Attached are specifications for the base vehicles.

The State of Kansas reserves the right to purchase vehicles from other than the Contractor if, as the result of a legal settlement, the State of Kansas becomes entitled to benefits which will allow for the purchase of vehicles at prices lower than quoted on this contract.

Contractors shall report to the manufacturer that the State Agency and Address shown on the purchase order is the proper address to use when mailing service recalls, warranty information or any other related correspondence. <u>Do not show the Division of Purchases as the owner of the vehicle.</u>

Delayed Warranty Start Date: When state agencies purchase a quantity of vehicles that are placed into storage, a delayed warranty start date shall be available, that reflects the actual date when that vehicle is first placed into service. This date shall not exceed 12 months from the invoice date.

E-85 Engine: An E-85 compatible engine shall be capable of operating on E-85 (85% ethanol and 15% unleaded gasoline, unleaded gasoline or any mixture of the two in the same tank.

When hybrid powered vehicles are specified, for the purpose of this contract, a hybrid powered vehicle shall be defined as having both a gasoline engine and rechargeable electric batteries to power electric motors. These vehicles are commonly referred to as a hybrid-Electric vehicle (HEV). The ninety (90) day delivery requirement is also waived and delivery will be subject to availability.

Quarterly Reports: The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with the Division of Purchases Open Records Officer or his/her designee located at 900 SW Jackson, Room 102N, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on the Division of Purchases website at http://da.ks.gov/purch, under the "Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and the Division of Purchases reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency Same as above, except sorted by agency.

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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. <u>Terms Herein Controlling Provisions</u>: 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. <u>Kansas Law and Venue</u>: 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. <u>Termination Due To Lack Of Funding Appropriation</u>: 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 purcent fiscal year and payments incurred through the other payment shall not be charged to the agreement by State, so the spart and shall not be cause any penalty to be charged to the agnecy or the contractor.
- 4. <u>Disclaimer Of Liability</u>: 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 <u>et seq.</u>).
- 5. <u>Anti-Discrimination Clause</u>: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 <u>et seq.</u>) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 <u>et seq.</u>) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 <u>et seq.</u>) (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 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. <u>Arbitration, Damages, Warranties</u>: 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. <u>Representative's Authority To Contract</u>: 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. <u>Responsibility For Taxes</u>: 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. <u>Insurance</u>: 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 <u>et seq.</u>), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. <u>Information</u>: 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. <u>The Eleventh Amendment</u>: "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. <u>Campaign Contributions / Lobbying:</u> 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.