

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

ITEM: LAW ENFORCEMENT SEDAN, CAPRICE

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

Contract ID: [000000000000000000000000037636: Ed Bozarth Chevrolet Inc.](#)

Contractor: Ed Bozarth Chevrolet Inc.
3731 SW Topeka Blvd.
Topeka, KS 66609-1229
Kevin Feleay; kfeleay@edbozarth.com; t785-266-5151; f785-861-1240

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.

Kansas Highway Patrol: Patrol Vehicle Specifications
2013 Chevrolet Caprice Police Patrol Vehicle 4 door Sedan

It is the intent of this specification to describe an automobile to be used in high-speed highway traffic and law enforcement work. The vehicles will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads and road surfaces in varying temperatures, which will range from approximately minus -20 F to plus 110 F.

The manufacturer will use the highest quality components and design practices available to the automobile industry for the type of operating conditions to which the vehicle will be subjected. Engine, transmission, drive line, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, and safety and not merely meet the minimum requirements of this specification.

The vehicle shall be new (unused), current model year production. The vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's corresponding model year published literature. Optional equipment as necessary to meet the following requirements of this specification shall also be installed and covered by the vendor's warranty.

The term "heavy duty" as applied to these specifications shall be interpreted to mean quantity, quality and/or capacity greater than that supplied with standard production vehicles by being able to withstand extreme and/or unusual strain, exposure, temperature, wear and/or use.

All bidders are required to submit a list, including company name, address and phone number of all factory authorized dealers and/or service centers geographically located throughout the state that are available to service and repair the vehicles being submitted for consideration. The successful vendor guarantees that OEM parts and supplies will be available in an adequate stock of all regular and special parts throughout the state of Kansas to meet the continuing need for service and parts on a daily basis.

Delivery of vehicles is to begin no more than ninety (90) days following the date of contract award or a date agreed on by the purchaser. All vehicles are to be delivered fully serviced and washed. The service shall be equivalent to that service given by the dealer to the retail segment of their trade as prescribed by the manufacturer.

The following items are expected to be completed by the factory or servicing dealer prior to delivery to the Kansas Highway Patrol:

1. A copy of the factory pre-delivery check sheet for each vehicle with a notation made on each phase of the service as to who performed the service and on what date.
2. Inspection shall include adjusting, greasing and verifying that all motor and drive train lubricants and other fluids are at the manufacturer's specified levels.
3. The engine shall be tuned to manufacturer's specifications, including ignition timing.
4. Verification of front-end alignment, wheel balance, all suspension components and tightness of bolts.
5. Fuel gauge to show 1/4 full by using a minimum of 87-octane gasoline upon arrival at delivery.
6. After the vehicle has been fully serviced, the vendor may deliver it by rail freight, auto transport or by driving from his place of business. The driving portion of the initial delivery shall not exceed 150 miles.
7. All vehicles delivered to the purchaser will be free of any physical or cosmetic defects as determined by the Kansas Highway Patrol. Vehicles not meeting this requirement will be rejected.
8. All vehicles shall be washed, cleaned, and vacuumed immediately prior to delivery. Vehicles not meeting this requirement will be rejected.
9. Any vehicle rejected after inspection by the purchaser must be corrected to the manufacturer's specification requirements at a local (Topeka, Kansas) garage, service center, or cleaning center. Any expenditure of time, monies, fuel, parts or supplies required to correct defects in order for the vehicle to be accepted shall be the vendor's responsibility and in no way charged to the State of Kansas.
10. The original manufacturer's statement of origin, a service authorization card and a properly executed service and warranty policy will accompany each vehicle delivered. The original window sticker indicating the vehicles identification number and a description of the standard equipment and optional equipment installed, shall remain attached to the glass.
11. Invoices shall describe vehicle, including vehicle identification number, color, key number, and State of Kansas purchase order number.
12. No decals or markings of any type pertaining to advertisement shall be placed on vehicles delivered, except trademarks or model designation normally installed by the manufacturer on the vehicle.
13. The Kansas Highway Patrol reserves the right to increase or decrease the number of vehicles ordered depending on finances available at the time of order.
14. Delivery of vehicles will be made to Fleet Operations, 930 NE Strait Ave., Topeka, Kansas 66616, (785) 296-8535, between the hours of 8:00 AM and 3:00 PM Monday through Friday, excluding official State of Kansas holidays.
15. Sets of paper ordered service manuals shall be delivered to Fleet Operations with the initial delivery of vehicles.
16. All vehicle equipment (jack, lug wrench, etc.) shall be installed in each vehicle.

DELIVERY OF VEHICLES:

The exact number of cars to be delivered each month will be determined by the Fleet Administrator, and will be based upon the production schedule of the KHP Fleet Operations. The successful vendor will be required to contact the Fleet Administrator, at (785) 296-8535, by the 20th of each month, for the number of vehicles to be delivered the following month. If the 20th should fall on a weekend day, the successful vendor will be required to contact the Fleet Administrator the Friday before the 20th.

The vendor will retain ownership, responsibility and liability of all undelivered and/or unaccepted vehicles.

INCENTIVES:

All available manufacturer or dealer incentives will be passed on to the purchaser.

WARRANTY:

The vehicle must have, at minimum, a three (3) year, 36,000 mile, bumper to bumper warranty and any additional warranties that are required, but not limited to, EPA and any other regulatory requirements that are required to accompany standard production vehicles and vehicles of like design as requested in this bid document. The power train warranty shall be fully transferable for a period of five (5) years, or 100,000 miles. The corrosion warranty shall be fully transferable for a period of three (3) years or 36,000 miles, and rust-through six (6) years or 100,000 miles. The roadside assistance shall be fully transferable for a period of five (5) years or 100,000 miles.

POST-AWARD CONFERENCE:

The contractor shall personally meet with the Fleet Administrator and staff, at the Kansas Highway Patrol Fleet Operations, 930 NE Strait Ave., Topeka, Kansas, within five (5) calendar days of contract award. This conference will be to clarify expectations of the build and delivery process as well as other topics that may need to be addressed.

SPECIFICATION:

Rear wheel drive, unitized steel body, 118.5” wheelbase sedans equipped for use as highway patrol units (police pursuit) capable of obtaining top speeds between 135 and 147 MPH. Units will be ordered with V-8 engines with and without spotlights. The Kansas highway Patrol reserves the right to change quantities during the contract period.

SPECIFICATIONS FOR STANDARD EQUIPMENT:

ITEM	MFG. CODE
Air Bags: Dual-stage frontal, thorax side-impact, head curtain and knee, driver and front passenger includes Passenger Sensing System.	STD
Air Conditioning: Dual –zone automatic climate control with pollen air filtration.	STD
Remote Keyless Entry with(2) integrated blade, side-milled keys.	STD
Alternator: 170 amps with idle boost.	STD
Battery: Maintenance free, 700 CCA battery. Run down protection	STD
Brakes: Power 4-wheel disc with anti-lock (ABS), heavy duty.	STD
Cooling System: Power steering.	STD
Speed Control: Cruise control, electronic with set and resume speed.	STD
Deck lid: Trunks release, ignition controlled.	STD
Defroster: Rear-window electric.	STD
Differential: Rear wheel drive, limited-slip unit with final drive ratio of 2.92.	STD
Dome Light: Interior with center-mounted dome and rear reading lights.	STD
Door Locks: Power locks programmable with lockout protection. Front passenger door and truck cylinder locks.	STD
Door handles: Black in color	STD

ITEM	MFG CODE
Engine: 3.6L SIDI DOHC V6 VVT (301 hp [224.4kW] @ 6700 rpm, 265 lb-ft torque [357.8 N-m] @4800 rpm)	STD LFX
Exhaust system: Dual, stainless steel.	STD
Floor covering: Carpet, front and rear.	STD
Fuel Tank: 19 gallon.	STD
Glove box: Passenger-side, non-lockable.	STD
Glass: Solar-Ray light-tented windshield, driver and front passenger, light-tinted rear back glass.	STD
Headlamps: Halogen headlamps with automatic exterior lamp control.	LMB STD
License Plate Bracket: Front.	STD
Instrument Cluster: “Certified” analog 160mph, 1 mph increments digital display, trip odometer, warning lamps and Driver Information Center with Oil Life Monitor. Driver Information Center with Oil Life Monitor, monochromatic display with customization features. Monitor, engine hours, displayed in Driver Information Center.	STD
Lamps: Interior with center-mounted dome and rear reading, trunk courtesy, and center high-mounted stop/brake lights.	STD
Manuals: Owner’s manual and aftermarket manuals placed in the glove compartment.	STD
Mirrors: Power-adjustable side view mirrors, Black, manual-foldaway. Inside rearview mirror with compass.	STD
Paint: SILVER ICE METALLIC (GAN), ALTO ICE METALLIC (GGG), RED HOT (GHY), AND PHANTOM BLACK METALLIC (GIE), KARMA METALLIC (GIG), HERON WHITE (GII), MIRAGE GLOW METALLIC (GST).	STD
Police Group: Full police package.	1SB
Power outlet: One (1)(located on instrument panel, 12-volt.	STD
Radio: AM/FM stereo with CD player, seek-and-scan, digital clock and auto-tone control. Audio system feature, standard speaker system with 2 tweeters includes 2 speakers. Bluetooth for phone, personal cell phone connectivity to vehicle audio system. Antenna, roof-mounted, fixed mast, radio.	UBW STD
Seats: Cloth front buckets, with 8-way power tilt, height, recline and lumbar with manual fore/aft driver’s seat. Front passenger 4-way tilt and height and manual recline, lumbar and for/aft. Cloth rear bench includes seatback security panel and carpeted floor covering. Cloth set trim.	STD ADX
Steering Wheel: Tilt / telescoping steering column. Steering wheel controls, mounted audio and Driver Information Center controls.	STD
Suspension: Heavy-duty Police, front and rear independent.	STD
Tires: Four (4) P235/50R-18 speed rated police pursuit tires, and compact spare, and with tire pressure monitoring system.	R5M, front and rear tires only, N65 compact spare only. No code for tire pressure monitoring system. STD

ITEM	MFG CODE
Theft-deterrent system: Vehicle, PASS-Key III+.	STD
Transmission: 6-speed automatic, electronically controlled. Brake/transmission shift interlock. Shift lever, floor-mounted without console.	STD MXO
Wheels: 18" heavy duty steel. Wheel center cap, bolt-on, forged aluminum.	STD
Windows: Power with driver and front passenger Express-Down and passenger lockout.	STD
Windshield Wipers: Front intermittent, variable.	STD

SPECIFICATIONS FOR OPTIONAL EQUIPMENT:

ITEM	MFG CODE
Anti-Theft System: Tremco anti-theft system with pull down switch. Contact Mark Tremblay (888) 666-3031.	DLR
Air Bags: Dual-Stage frontal, thorax side-impact and knee, driver and front passenger, and head curtain side-impact, front and rear outboard seating position.	AYG
Engine: 6.0L V8 SFI WITH ACTIVE FUEL MANAGEMENT, INCLUDES (E85) FLEXFUEL (CAS ETHANAL) CAPABILITY uses gasoline or E85 fuel. (355 hp [264.7 kW] @ 5300 rpm, 384 lb-ft of torque [518.4 N-m]@ 440rpm) (No additional charge)	L77
Floor Mats Black Rubber: "MacNeil Weathertech" or comparable vehicle specific heavy duty black rubber mats for front driver & passenger.	DLR
Seats: Front bucket cloth with heavy-duty foam, vinyl rear bench (includes seatback security panel and vinyl floor covering).	ACC
Seat Trim: Jet black, cloth seat trim.	4BB
Keys: Six (6) cut with integrated Remote Keyless Entry (not programmed, see owner's manual); vehicle specific keyless entry for common fleet frequency not available. Includes remote vehicle start if (BTV) remote vehicle starter system is ordered.	AMF
Police Package:	9C1
Mirrors: Heated outside power-adjustable mirrors, black, manual folding.	DR9
Lights: Daytime running lamps and automatic headlamps, delete.	VVS
Lighting: Red and white front auxiliary dome.	6C7
Lighting: Inoperative dome and courtesy lamps	7Y6
Remote Starter: Remote Vehicle Start System includes content theft alarm system.	BTV
Spotlight: Factory installed black driver's side.	7X6
Wheel Covers: Full wheel covers.	W2P
Wheel: Full-size spare and tire (includes (UJ6) tire pressure monitor system sensor, not programmed. Includes full-size tire)	SG8

PRICE SCHEDULE:

ITEM	MFG. CODE	UNIT PRICE
Base Vehicle 9CI with standard equipment KHP and State Agencies	Base	\$ 25,718
Anti-Theft System: Tremco anti-theft system with pull down switch. Contact Mark Tremblay (888) 666-3031.	DLR	\$131.00
Air Bags: Dual-Stage frontal, thorax side-impact and knee, driver and front passenger, and head curtain side-impact, front and rear outboard seating position.	AYG	\$65.00
Engine: 6.0L V8 SFI WITH ACTIVE FUEL MANAGEMENT, INCLUDES (E85) FLEXFUEL (CAS ETHANAL) CAPABILITY uses gasoline or E85 fuel. (355 hp [264.7 kW] @ 5300 rpm, 384 lb-ft of torque [518.4 N-m]@ 440rpm) (No additional charge)	L77	N/C
Floor Mats Black Rubber: “MacNeil Weathertech” vehicle specific heavy duty black rubber mats for front driver & passenger.	DLR	\$104.00
Seats: Front bucket cloth with heavy-duty foam, vinyl rear bench (includes seatback security panel and vinyl floor covering).	ACC	\$95.00
Seat Trim: Jet black, cloth seat trim.	4BB	N/C
Keys: Six (6) cut with integrated Remote Keyless Entry (not programmed, see owner’s manual); vehicle specific keyless entry for common fleet frequency not available. Includes remote vehicle start if (BTV) remote vehicle starter system is ordered.	AMF	\$131.00
Mirrors: Heated outside power-adjustable mirrors, black, manual folding.	DR9	\$52.00
Lights: Daytime running lamps and automatic headlamps, delete.	VVS	\$22.00
Lighting: Red and white front auxiliary dome.	6C7	\$170.00
Lighting: Inoperative dome and courtesy lamps.	7Y6	\$22.00
Remote Starter: Remote Vehicle Start System includes content theft alarm system.	BTV	\$257.00
Spotlight: Factory installed black driver’s side.	7X6	\$399.00
Wheel Covers: Full wheel covers.	W2P	\$34.00
Wheel: Full-size spare and tire (includes (UJ6) tire pressure monitor system sensor, not programmed. Includes full-size tire)	SG8	\$148.00
Set of Paper Service Manuals	Manuals	\$155.00

DELIVERY COST SCHEDULE:

Ship To Location

Topeka, KS
All Other Locations

Delivery Charge Per Vehicle

No Charge
\$1.40 per mile

Location of shipping point from which mileage will be calculated: Topeka, KS

Basis for pricing of factory options not specified in this request: Invoice less 1.5%

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:
 - o Form DA 146a;
 - o written modifications to the executed contract;
 - o written contract signed by the parties;
 - o 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
800 SW Jackson St, Suite 600
Topeka, Kansas 66612-1216
RE: Contract Number 37636 / EVT1805
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) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. 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.
- The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
38. **Definitions:** A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

SPECIAL PROVISIONS

1. This contract is established to provide Law Enforcement 4 door Sedans, Chevrolet Caprice to the Kansas Highway Patrol and all other State of Kansas Agencies.
2. **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 Procurement & Contracts Open Records Officer or his/her designee located at 800 SW Jackson, Suite 600, Topeka, KS 66612-1216. 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® Access Database format. The required reporting format may be found on the Procurement and Contracts website at <http://da.ks.gov/purch>, under the "Forms" link.

Report Types – Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserves 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.
3. **Administrative Fee:** Vendor(s) must pay a 1/2% Administrative Fee on all purchases (including political subdivisions) made against this contract. **The fee is 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.
4. **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.
5. **Deliveries:** All orders shall be shipped FOB destination, prepaid and included, within 165 (One Hundred and Sixty-Five) days of receipt of a purchase order. 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.
6. **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.
7. **Contract Period:** Date of Award through August 31, 2013, or until the current Models are no longer available from the manufacturer.
8. **Contract Renewal:** The Contract may be renewed under the same terms and conditions for three (3) additional one (1) year periods by mutual consent of both parties under the same terms and conditions.
9. **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.
10. **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.
11. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract.
12. **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 200 miles. The contractor shall notify the agency 48 hours prior to delivering the vehicle and shall comply with the Agency's delivery hours.

Bidders shall guarantee delivery of vehicles ordered prior to March 1, of the 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.

13. Delivery costs are shown as a separate price on the pricing schedule. One price per mile per vehicle shall be provided for delivery of vehicles in quantities of one or more to any location.

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.

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 the total delivery distance which exceeds the distance to any destination within the City boundaries will be allowed to access the appropriate per mile charge for the difference in the two distances.

14. Factory options not specifically requested in this IFB shall be provided at manufacturer's Invoice less 1 ½ %.

15. Attached are the specifications for both the base vehicle and the optional equipment. All vehicles will be ordered with one color standard factory paint.

16. 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. **DO NOT SHOW THE DIVISION OF PURCHASES AS THE OWNER OF THE VEHICLE.**

17. Contract Price: Statewide contracts are awarded by Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by Procurement and Contracts.

18. Attached are the vehicle specifications. Although the Kansas Highway Patrol in Topeka may be referenced in this specification, the Contractor agrees to furnish vehicles to any State of Kansas Agency located throughout the State.



MILEAGE CHART

147	Abilene
139 224	Arkansas City
261 139 195	Atchison
90 210 151 334	Baxter Springs
185 126 151 83 298	Belleville
96 182 131 280 61 203	Chanute
216 89 198 50 290 51 246	Clay Center
227 338 346 466 197 390 222 418	Coffeyville
72 192 163 316 18 241 44 272 195	Colby
187 207 323 337 227 262 219 289 159 209	Concordia
95 61 182 166 169 90 127 121 301 151 182	Dodge City
308 307 444 441 349 376 341 391 202 331 122 296	El Dorado
97 119 110 170 177 88 117 131 314 160 228 58 350	Elkhart
211 174 197 58 282 48 226 98 423 269 304 122 418 116	Emporia
227 269 363 389 268 314 260 341 108 250 52 234 103 269 356	Fort Scott
260 371 385 498 236 423 260 451 38 234 192 394 172 347 456 140	Garden City
102 167 238 295 143 220 135 247 171 125 85 131 207 144 253 126 204	Goodland
120 227 256 355 153 280 152 307 112 138 105 191 227 204 313 139 145 61	Great Bend
89 106 212 234 130 159 122 186 234 112 124 70 245 108 193 175 267 64 124	Hays
196 87 186 66 269 43 226 22 400 251 272 101 384 111 90 324 433 230 290 169	Hutchinson
173 140 131 95 248 20 191 68 383 233 284 82 378 76 40 316 416 212 273 152 60	Independence
25 153 116 245 99 167 37 210 246 81 208 92 330 80 191 249 281 124 141 111 190 155	Junction City
149 227 54 149 204 123 156 170 375 199 335 166 457 107 92 376 410 251 266 216 162 103 125	Iola
117 195 53 160 177 98 121 145 339 164 300 134 422 80 105 341 373 216 234 188 137 78 93 41	Kansas City
147 229 25 170 176 135 149 182 369 185 331 168 452 119 112 371 404 246 284 218 174 115 123 29 40	Kansas City
269 251 400 385 310 320 302 335 174 292 83 245 66 296 363 66 207 168 188 192 329 322 291 403 376 406	Lawrence
63 111 187 235 104 160 96 191 231 86 145 70 267 83 192 166 264 61 121 26 170 151 85 190 163 193 218 105	Leavenworth
66 80 177 205 129 129 102 160 262 112 154 39 276 73 161 206 295 91 152 35 140 121 86 181 153 183 223 106 30	Liberal
195 315 273 440 124 364 167 395 75 134 153 274 270 284 392 167 113 152 93 213 375 356 204 322 287 298 233 207 209 235	Manhattan
146 208 58 139 208 104 152 151 368 195 316 147 438 89 81 357 402 232 283 197 143 84 122 21 29 32 384 112 172 162 318	McPherson
129 174 79 134 202 72 145 119 349 188 282 113 404 55 80 324 381 199 242 163 112 53 109 54 26 65 351 104 138 128 312 35	Newton
154 219 59 139 210 115 157 163 375 200 328 158 450 100 81 369 410 244 271 208 155 96 130 11 37 34 386 117 183 173 323 14 46	Norton
212 119 176 49 285 34 236 39 416 267 328 116 402 121 63 340 449 246 306 185 31 54 200 148 123 160 346 195 186 156 390 129 97 141	Olathe
237 154 167 28 311 58 296 74 442 293 313 142 427 146 30 365 475 271 382 211 67 70 221 121 135 142 372 215 212 181 416 111 110 111 36	Ottawa
147 131 266 261 187 186 179 213 221 170 76 106 190 161 228 128 254 50 110 57 196 188 168 289 237 271 135 188 84 88 202 250 216 262 212 237	Overland Park
93 206 229 334 128 259 125 286 136 114 125 169 246 182 291 164 169 40 30 103 269 251 114 243 207 237 207 134 100 130 113 236 215 243 285 311 90	Parsons
27 143 163 267 70 192 59 223 205 52 160 102 282 115 224 201 238 76 98 63 202 183 48 177 141 171 243 68 37 62 175 170 147 177 218 244 121 71	Pittsburg
220 286 356 414 253 339 253 366 71 243 89 250 140 263 372 37 104 120 117 183 349 331 242 370 334 364 103 261 180 210 130 351 318 363 365 390 165 142 194	Pratt
295 406 376 533 226 458 270 486 71 237 227 369 205 382 491 173 35 239 180 302 488 451 307 425 390 400 242 310 289 330 103 421 414 425 484 510 289 204 273 139	Russell
89 171 53 187 151 109 94 152 310 137 272 110 394 41 133 313 345 188 205 159 133 97 62 30 61 347 55 134 124 261 59 52 67 143 162 213 178 112 305 363	Salina
158 242 19 214 137 170 137 217 333 153 341 181 463 129 156 382 371 257 275 231 204 150 134 73 72 44 419 120 206 196 259 76 97 78 195 186 284 248 181 375 362 71	Scott City
125 35 216 167 188 136 161 117 316 171 172 56 274 112 178 224 349 146 206 85 110 138 144 220 188 222 218 159 89 59 294 201 167 212 142 177 96 185 121 261 384 164 235	St Francis
94 55 189 183 157 108 130 135 285 139 154 28 268 85 150 206 318 114 175 54 118 110 113 192 160 194 212 132 58 28 262 173 139 185 134 160 78 154 90 233 353 136 207 34	Topeka
133 14 210 144 186 112 169 94 324 178 195 48 297 106 161 247 357 154 214 93 87 127 140 213 182 216 242 156 97 67 302 194 161 206 118 154 120 193 129 273 392 157 229 23 42	Troy
	Wellington
	Wichita
	Winfield

Distances are measured via the shortest US, K, Interstate Highway Route combinations and the Kansas Turnpike, where it reduces the length of the trip by five or more miles.

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.