**Specifications**

**PART 1—GENERAL**

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Removal of existing carpet, vinyl tiles, sheet vinyl, rubber base, and accessories.

2. Patching and repairs.

1.3 DEFINITIONS

A. Removal: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, recycled or to remain the Owner’s property.

B. Existing to Remain: Protect construction indicated to remain against damage during selective demolition. When permitted by the project coordinator, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and re-installed in their original locations.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be salvaged, re-installed or otherwise indicated to remain the Owner’s property, demolished materials shall become the Contractor’s property and shall be removed from the site with further disposition at the Contractor’s option.

1.5 PROJECT CONDITIONS

A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that Owner’s operations will not be disruptive. Provide not less than 72 hours’ notice to the Owner of activities that will affect Owner’s operations.

B. Storage or sale of removed items or materials on-site will not be permitted.

**PART 2—EXECUTION**

2.1 EXAMINATION

A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

2.2 PREPARATION

A. Conduct demolition operations and remove debris to endure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.

2.3 SELECTIVE DEMOLITION

A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:

1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

2. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

2.4 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off property and legally dispose of them.

**SECTION 09652**—**RESILIENT FLOORING**

PART 1—GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the contract, including General and Supplementary Conditions apply to this section.

1.2 SUMMARY

A. This section includes the following:

1. Economy vinyl composition tile, standard selections, premium colorations and non-composite tiles.

2. Sheet vinyl in both inlaid and rotogravure

3. Rubber tiles

4. Rubber base and transitions

1.3 SUBMITTALS

A. Product Data: For each type of product specified.

B. Samples for initial Selection: Manufacturer’s color charts consisting of units or sections of units showing the full range of colors and patterns available for each type of product indicated.

C. Product Certificates: Signed by the manufacturers of resilient products certifying that each product furnished complies with requirements.

* 1. QUALITY ASSURANCE

A. Installer Qualification: Engage an experienced installer to perform work under this section who has specialized in installing resilient products similar to those required for this Project and with a record of successful in-service performance.

B. Source Limitations: Obtain each type, color, and pattern of product of consistent quality in appearance and physical properties without delaying the work.

C. Fire-Test-Response Characteristics: Provide products with the following fire-test-response characteristics as determined by the testing identical products per test method indicated below by a testing and inspecting agency acceptable to authorities having jurisdiction.

1. Critical Radiant Flux: 0.45 W/sq. cm or greater when tested per ASTM 648.

2. Revise subparagraph above and below and insert other requirements to suit project.

3. Smoke Density: Maximum special optical density of 450 or less when tested per ASTM 662.

1.5 DELIVERY, STORAGE, AND HANDLING.

A. Deliver products to Project site in manufacturer’s original, unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.

B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between **50 and 90 deg F.**

C. Revise conditioning period below to suit products selected.

D. Move products into spaces where they will be installed at least 48 hours before installation, unless the manufacturer recommends a longer conditioning period in writing.

1.6 PROJECTS CONDITIONS

A. Maintain a temperature of not less than 70 deg F or more than 95 deg F in spaces to receive products for at least 48 hours after installation, unless manufacturer’s written recommendations specify longer time periods. Do not install products until they are at the same temperature as the space where they are to be installed.

B. Close spaces to traffic during flooring installation and for a time period after installation recommended in writing by the manufacturer.

PART 2—PRODUCT

2.1 MANUFACTURERS

A. Available Products: Subject to compliance with requirements, products that may incorporated into the work include, but are not limited to, those indicated in the Resilient Schedule at the end of Part 3.

2.2 RESILIENT ACCESSORIES

A. Rubber Wall Base: Products complying with FS SS-W-40, Type 1 and with requirements specified in the Resilient Schedule.

B. Rubber Accessory Moldings: Products complying with requirements specified in the Resilient Schedule.

2.3 INSTALLATION ACCESSORIES

A. Trowel able Leveling and Patching Compounds: Latex-modified portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions.

PART 3-EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions where installation of resilient products will occur for compliance with manufacturer’s requirements. Verify that substrates and conditions are satisfactory for resilient product installation and comply with requirements specified.

B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. General: Comply with resilient product manufacturers written installations for preparing substrates indicated to receive new resilient products.

B. Use trowelable leveling and patching compounds, according to manufacturer’s written instructions, to fill cracks, holes, and depressions in substrates.

C. Remove coatings, including curing compounds, and other substances that are incompatible with adhesive and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.

D. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 RESILIENT MATERIALS AND ACCESSORIES INSTALLATION

A. General: Install resilient products and accessories according to manufactures written instructions.

1. Vinyl tile installation must be performed according to manufactures written instructions.

2. All products must be installed with recommended adhesives.

3. It will be the responsibility of the successful bidder to inform the entity of the state of the proper maintenance procedures, however the costs associated with such maintenance is by the entity. See 3.4 below.

3.4 CLEANING AND PROTECTING

A. Perform the following operations immediately after installing resilient products:

1. Remove adhesive and other surface blemishes using cleaner recommended by resilient products manufacturer.

3.5 RESILIENT FLOORING SCHEDULE – Installed pricing requested

A. Rubber Wall Base and accessories:

1. Products: As follows:

a. Johnsonite.

b. Roppe.

c. Mannington

d. Mohawk.

2. Color and pattern: As selected by Owner from manufacturer’s full range of colors produced for rubber wall base complying with requirements indicated.

3. Style: Top set with toe.

4. Minimum thickness: 1/8 inch.

5. Height: 4” or 6”

6. Lengths: 48” sticks

7. Outside corner: Job formed

8. Inside corner: Job Formed

9. Surface: Smooth

B Rubber Stair Treads

1. One piece tread/riser: standard textures and color groups
2. ADA -- one piece tread/riser including visual strip: standard textures and color group

**SECTION 09680—CARPET**

PART 1—GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and supplementary Conditions apply to this section.

1.2 SUMMARY

A. This section includes the following:

1. Tufted carpet.

2. Carpet tile.

3. Entry carpet and products.

B. Related Sections include the following:

1. Division 9 Section “Resilient Wall Base and Accessories” for resilient wall base and accessories installed with carpet.

1.3 SUBMITTALS (Not Used)

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or can demonstrate compliance with its certification program requirements and meets the following standards.

1. Installation procedures must comply with CRI 104, acceptable practices for commercial glue down carpet.

2. Sub contract installation is acceptable if a dedicated *measure & estimator* is scheduling and overseeing installations.

B. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

1.5 DELIVERY, STORAGE, AND HANDLING.

A. General: Comply with CRI 104, section 5, “storage and Handling.”

B. Environmental Limitations: Do not install carpet until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

1.6 WARRANTY

A. Installation warranty

Provide a **three-year written warranty** that covers installation related concerns. Maintenance, abuse, neglect are not considered part of this extended warranty.

Product Warranty

The pre-determined manufacturers have various warranties that will be in effect upon installation and acceptance. All backings to carry lifetime warranty. Copies should accompany each installation.

**PRODUCT INFORMATION SECTION**

2.1 PRODUCT REPRESENTATIVES

**Manufacturers and their representatives:**

The following representatives must be contacted.

Because of a possible claim, no out of territory representation will be accepted

1. J&J/Invision

Blaine Eakins, RVP – 800.241.4586 x7932

Territory Manager – Joe Dineen – 800.241.4586 x7965

Email: [joe.dineen@jj-invision.com](mailto:joe.dineen@jj-invision.com)

1. Mohawk Commercial Carpets and Mohawk Hard Surface

Territory Managers -- Ted Cox – 800.554.6637 x62694

Email: [ted\_cox@mohawkind.com](mailto:ted_cox@mohawkind.com)

1. Shaw Contract Group

Chris Vlach – RVP – 800.424.7429 x7166

Territory Manager – Michelle Masters-Majewski – 785-806-3894

Email: [michelle.masters@shawinc.com](mailto:michelle.masters@shawinc.com)

1. Patcraft Commercial Carpets/LG Floors

Bryan Schuster, RVP – 800.713.6697 x5226

Territory Manager – Jessie Miller – (816) 914-4156

Email: [jessie.miller@patcraft.com](mailto:jessie.miller@patcraft.com)

1. InterfaceFLOR Commercial

Pete Dallessandro, VP of Government Sales – 703.860.1846

Local Sales Support – Katie Allen – 816-673-5771

Email: [Katie.allen@interface.com](mailto:Katie.allen@interface.com)

1. Mannington Commercial

Soft Surfaces:

Bill Sayre, General Sales Manager – 614.832.5239

Territory Manager – Lisa Hollingsworth – 913.231.2374

Email: [lisa\_hollingsworth@mannington.com](mailto:lisa_hollingsworth@mannington.com)

Hard Surfaces:

Roger Johnson, Regional Manager – 612.804.0354

Territory Manager – Ali Hough – 913-333-1276

Email: [alison.hough@herregan.com](mailto:alison.hough@herregan.com)

1. Tandus

Territory Manager – Abbey Helland – (816) 678-8605

Email: [abbey.helland@tarkett.com](mailto:abbey.helland@tarkett.com)

1. Gerflor, Inc.

Territory Manager – Jim Funderburke – (816) 517-5571

Email: [jim@spflooring.com](mailto:jim@spflooring.com)

1. Dal-Tile

Territory Manager – Brock Smith – (913) 461-0770

Email: [brock.smith@daltile.com](mailto:brock.smith@daltile.com)

1. Shannons Specialty Floors

Territory Manager – George Mallet – (417) 379-1602

Email: [georgem@shannonspecialtyfloors.com](mailto:georgem@shannonspecialtyfloors.com)

5. **Cost Sheets**

Name of Contractory ­\_\_\_\_\_Commercial Floorworks, Inc.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Selections – Updated 10/17/2017: (Pricing may be entered on Excel Spreadsheet by Bidder)**

1. Pricing request for Products 2.2-A.10 – 2.2-A.26. Manufacturer’s standard backing meeting lifetime warranty requirements: roll yardage pricing requested. See carpet product tables. Freight and Adhesive to be included in price.
2. Pricing request for Products 2.2-B.10 -- 2.2-B.21. Manufacturer’s moisture proof backed carpet styles: roll yardage pricing requested. See carpet product tables. Freight and adhesive to be included in price.
3. Pricing request for Products 2.2-C.10 – 2.2-C.22. Manufacturer’s carpet tile; sold at carton quantity. Yardage pricing requested. See carpet product tables. Freight and adhesive to be included in price.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2.2-A.10 | $10.00 | 2.2-B.10 | $14.00 | 2.2-C.09 | $16.00 |
| 2.2-A.11 | $11.00 | 2.2-B.11 | $15.75 | 2.2-C.10 | $17.75 |
| 2.2-A.12 | $13.00 | 2.2-B.12 | $18.75 | 2.2-C.11 | $22.00 |
| 2.2-A.13 | $14.50 | 2.2-B.13 | $22.00 | 2.2-C.12 | $24.00 |
| 2.2-A.14 | $16.25 | 2.2-B.14 | $26.25 | 2.2-C.13 | $27.00 |
| 2.2-A.15 | $17.75 | 2.2-B.15 | $29.25 | 2.2-C.14 | $30.00 |
| 2.2-A.16 | $21.00 | 2.2-B.16 | $32.50 | 2.2-C.15 | $33.50 |
| 2.2-A.17 | $24.00 | 2.2-B.17 | $35.50 | 2.2-C.16 | $36.22 |
| 2.2-A.18 | $27.25 | 2.2-B.18 | $38.75 | 2.2-C.17 | $38.85 |
| 2.2-A.19 | $30.25 | 2.2-B.19 | $46.00 | 2.2-C.18 | $42.00 |
| 2.2-A.20 | $33.50 | 2.2-B.20 | $50.00 | 2.2-C.19 | $46.00 |
| 2.2-A.21 | $36.50 | 2.2-B.21 | $61.00 | 2.2-C.20 | $49.25 |
| 2.2-A.22 | $41.00 |  |  | 2.2-C.21 | $52.50 |
| 2.2-A.23 | $47.00 |  |  | 2.2-C.22 | $55.50 |
| 2.2-A.24 | $51.00 |  |  | 2.2-C.23 | $58.75 |
| 2.2-A.25 | $54.00 |  |  | 2.2-C.24 | $61.75 |
| 2.2-A.26 | $59.75 |  |  | 2.2-C.25 | $65.00 |

1. Commercial VCT: Pricing request per square foot. Full carton pricing only.

|  |  |
| --- | --- |
| 2.2-D.10 | $1.00 |
| 2.2-D.11 | $1.55 |
| 2.2-D.12 | $2.60 |
| 2.2-D.13 | $3.04 |
| 2.2-D.14 | $3.40 |
| 2.2-D.15 | $4.70 |
| 2.2-D.16 | $5.25 |
| 2.2-D.17 | $8.25 |

1. Commercial LVT: Pricing Request per square foot. Full carton pricing only

|  |  |  |  |
| --- | --- | --- | --- |
| 2.2-E.10 | $1.80 | 2.2-E.17 | $4.60 |
| 2.2-E.11 | $2.00 | 2.2-E.18 | $5.25 |
| 2.2-E.12 | $2.55 | 2.2-E.19 | $5.75 |
| 2.2-E.13 | $2.80 | 2.2-E.20 | $6.25 |
| 2.2-E.14 | $3.10 | 2.2-E.21 | $7.75 |
| 2.2-E.15 | $3.60 | 2.2-E.22 | $8.75 |
| 2.2-E.16 | $4.20 | 2.2-E.23 | $10.25 |

1. Forbo Marmoleum Products: Pricing request per square foot for Tile product per carton; Pricing request per sqare yard for sheet products full roll pricing.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 2.2-F.10 | $4.00 | 2.2-F.15 | $28.50 | 2.2-F.20 | $45.00 |
| 2.2-F.11 | $5.25 | 2.2-F.16 | $29.75 | 2.2-F.21 | $63.00 |
| 2.2-F.12 | $6.00 | 2.2-F.17 | $32.00 | 2.2-F.22 | $66.00 |
| 2.2-F.13 | $9.00 | 2.2-F.18 | $37.00 | 2.2-F.23 | $126.00 |
| 2.2-F.14 | $25.00 | 2.2-F.19 | $40.00 | 2.2-F.24 | $155.00 |

1. Sheet Vinyl: Pricing request per square yard. Full roll pricing only.

|  |  |  |  |
| --- | --- | --- | --- |
| 2.2-G.10 | $17.50 | 2.2-G.15 | $42.00 |
| 2.2-G.11 | $27.00 | 2.2-G.16 | $55.75 |
| 2.2-G.12 | $31.50 | 2.2-G.17 | $74.50 |
| 2.2-G.13 | $35.00 | 2.2-G.18 | N/A |
| 2.2-G.14 | $39.75 | 2.2-G.19 | N/A |

1. Ceramic Tile: Field Tile products per square foot; Accessory Product per each. See Porcelain tile product tables.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 2.2-I.07 | $1.50 | 2.2-I.12 | $2.75 | 2.2-I.17 | $5.25 | 2.2-I.22 | $9.45 | 2.2-I.27 | $23.10 |
| 2.2-I.08 | $1.75 | 2.2-I.13 | $3.15 | 2.2-I.18 | $5.75 | 2.2-I.23 | $10.50 | 2.2-I.28 | $35.70 |
| 2.2-I.09 | $2.10 | 2.2-I.14 | $3.40 | 2.2-I.19 | $6.25 | 2.2-I.24 | $11.55 | 2.2-I.29 | $45.15 |
| 2.2-I.10 | $2.30 | 2.2-I.15 | $4.20 | 2.2-I.20 | $7.35 | 2.2-I.25 | $12.60 |  |  |
| 2.2-I.11 | $2.60 | 2.2-I.16 | $4.70 | 2.2-I.21 | $8.40 | 2.2-I.26 | $14.15 |  |  |

**UNIT PRICES FOR MISCELLANEOUS ITEMS – Installation prices to include all necessary sundries**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. | Removal and disposal of existing rubber base. | $0.10 | Per lin ft. |
| 2. | Hand removal and disposal of existing glue direct carpet. | $2.75 | Per sq. yd. |
| 3. | Removal and disposal of sheet goods. (Machine Required)  - Examples include sheet vinyl, double glue carpet, and tight unitary | $4.05 | Per sq. yd. |
| 4. | Removal and disposal of existing VCT. | $0.80 | Per sq. ft. |
| 5. | Scrape away of old adhesives. | $0.50 | Per sq. ft. |
| 6. | Removal and disposal of carpet, pad, and tack strip. | $2.75 | Per sq. yd. |
| 7. | Carpet installation glue direct. | $6.25 | Per sq. yd. |
| 8. | Stretch-in installation | $7.00 | Per sq. yd. |
| 9. | Border work installation charge. | $2.25 | Per lin. Ft. |
| 10. | Carpet tile or double glue installation if applicable | $6.00 | Per sq. yd. |
| 11. | Add for attached or double glue cushion. | $6.00 | Per sq. yd. |
| 12. | 4” rubber base and installation. | $1.90 | Per lin. Ft. |
| 13. | 6” rubber base and installation. | $2.60 | Per lin. Ft. |
| 14. | Rubber transition strips and installation | $1.90 | Per lin. Ft. |
| 15. | Stair tread and installation. | $26.50 | Per lin. Ft. |
| 16. | ADA Stair tread and installation. | $30.50 | Per lin. Ft. |
| 17. | 24”x24” Rubber Landing Tile Material and Installation | $8.25 | Per sq. ft. |
| 18. | VCT Installation | $0.95 | Per sq. ft. |
| 19. | VCT Pattern Installation | $1.15 | Per sq. ft. |
| 20. | LVT Installation | $1.65 | Per sq ft. |
| 21. | LVT Pattern Installation | $1.90 | Per sq ft. |
| 22. | Rubber/Marmoleum Tile Installation | $2.30 | Per sq ft. |
| 23. | Sheet Vinyl/Marmoleum Sheet Installation | $18.30 | Per sq yd. |
| 24. | Carpet Binding | $2.10 | Per lin. Ft. |
| 25. | Hourly Labor (Funiture Moving, excessive prep, etc) | $70.00 | Per hour |
| 26. | Overtime Premium for after hours work | $2.80 | Per sq yd. |
| 27. | VIT Process (Lift Systems furniture for carpet install) | $6.00 | Per sq yd. |
| 28. | Travel – Round Trip mileage outside 60 miles of Topeka KS | $0.59 | Per mile |
| 29. | Per Diem – Overnight stay outside 60 miles of Topeka KS | $105.00 | Per man |
| 30. | Dumpster Set and Removal Fee | $700.00 | Per set. |
| 31. | Add cost for cut order on all sheet goods | $2.46 | Per sq yd. |
| 32. | Add for custom backing (Shaw/Patcraft EPBL – 150 sqyd Min) | $5.40 | Per sq yd. |
| 33. | Additional factory applied adhesive/releasable tabs for carpet tile | $1.50 | Per sq yd. |
| 34. | Painted Gamelines Installation | $3.15 | Per lin. Ft. |
| 35. | Heat weld material/labor | $3.15 | Per lin. Ft. |
| 36. | Sheet vinyl cove installation | $9.00 | Per lin. Ft. |
| 37. | Porcelain Wall Tile installation | $5.25 | Per sq ft. |
| 39. | Porcelain Floor Tile installation | $5.75 | Per sq ft. |
| 40. | Porcelain Tile Pattern or Large Format Installation upcharge | $1.45 | Per sq ft. |
| 41. | Poercelain Tile base installation | $3.15 | Per lin ft. |
| 42. | Porcelain Tile Demolition | $3.30 | Per sq ft. |
| 43. | Stair Nosing Material and Installation Labor | $8.50 | Per lin ft. |

State of Kansas

Department of Administration

DA-146a (Rev. 06-12)

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the chargeshereunder, 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.