

Request for Proposal (RFP)

RFP Number	001588 A-B
Date Issued	May 24, 2021
Closing Date	June 3, 2021; 2:00pm local time: Questions must be received before 5/26 or after 5/31
Procurement Officer	Brad Stefanoni; 620.235.4169; bstefanoni@pittstate.edu
Item	A: Veterans Memorial Repairs and; B: Tyler Research Center Sidewalk Repairs
Agency & Location	Pittsburg State University (PSU) in Pittsburg Kansas
Scope	Pittsburg State University is seeking proposals for Veterans Memorial Repairs and Tyler Research Center Sidewalk Repairs
Period of Contract	One time award
Bid Submittal	Submit bid by e-mail to bstefanoni@pittstate.edu

1. When communicating, always refer to the Request for Proposal number above.
2. In order to receive consideration for award, one copy of this “Request for Proposal,” a properly completed and signed, must be returned to Pittsburg State University no later than the specified closing time. The University is not responsible for late bids.
3. All prices, terms, and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
4. Prompt payment discounts will not be considered in determining the low bid.
5. Prices quoted shall be less Federal Excise and State Sales taxes.
6. The PSU Director of Purchasing reserves the right to accept or reject any part of this proposal.
7. Bid results will not be given to individuals over the phone. Written bid results may be obtained by written request from the procurement officer.
8. Contractual Provisions Attachment DA-146a applies to all bids.
9. It is hereby agreed that the bidder will, if required by law, comply with the Kansas Act Against Discrimination, K.S.A. 44-1030 et. Seq.
10. PSU reserves the right to award in the best interest of the university.

Vendor Name	
Total Proposed Price Project A: Veterans Memorial Repairs	
Total Proposed Price Project B: Tyler Research Center Sidewalk Repairs	
Total Proposed Price for Alternate to Project A: Veterans Memorial Repairs	
Total Proposed Price for Alternate to Project B: Tyler Research Center Sidewalk Repairs	

Proposers may submit proposals for either project or both projects. PSU funding will determine if one or both projects will be awarded. Both of these projects are tax exempt.

Notes:

- **Veterans Memorial Repair Project** includes an alternate per the drawings for replacement of an additional segment of concrete. The work at Veterans Memorial cannot start until after June 14, 2021, and must be completed for use by August 25, 2021.
- **Tyler Research Center Sidewalk Repairs** should refer to [PSU Carpentry Standards](#) for concrete and tooled joints. It should also include an alternate for provision of engraved granite paver vs. it being an owner-provided item. The work at Tyler may start at any time or wait and be done within the same timeline as Veterans.

Contact person: Lindell Haverstic: 620.235.4974 or lhaverstic@pittstate.edu.

PSU VETERANS MEMORIAL PAVER REPAIRS

PITTSBURG STATE UNIVERSITY Pittsburg, Kansas

SYMBOL LEGEND

DRAWING TITLES: 1 TITLE SCALE

WALL AND DETAIL SECTIONS: 1 DETAIL #, A-8.1 SHEET #

ELEVATIONS: 3 ELEVATION #, A-5.1 SHEET #

DOOR TAG: D101 DOOR NUMBER

WINDOW TAG: W02

EQUIPMENT TAG: 001

KITCHEN EQUIPMENT TAG: 01

ELEVATION MARK: ELEV. 100'-0" FINISH FLOOR

ROOM NOTATION: CONFERENCE ROOM 125

CONSTRUCTION NOTE: 03

DEMOLITION NOTE: 1

REVISION NUMBER: 1

WALL TYPE SYMBOL: 1A PARTITION TYPE

MASONRY WALL:

STUD WALL:

EXISTING WALL TO BE REMAIN:

EXISTING WALL TO BE REMOVED:

NORTH ARROW:

ABBREVIATIONS

AB ANCHOR BOLT	EQ EQUAL	OA OVERALL
ABV ABOVE	EQIP EQUIPMENT	OC ON CENTER(S)
A/C AIR CONDITIONING	EXIST EXISTING	OD OUTSIDE DIAMETER
ACM ASBESTOS CONTAINING MATERIAL	EXT EXTERIOR	OPNG OPENING
ADJ ADJUSTABLE/ADJACENT	F FAHRENHEIT/FA	OPP OPPOSITE
AFF ABOVE FINISH FLOOR	FA FRESH AIR/FIRE ALARM	PL PLATE/PROPERTY LINE
AHJ AUTHORITY HAVING JURISDICTION	FDN FOUNDATION	P LAM PLASTIC LAMINATE
ALUM ALUMINUM	FIN FINISH	PLBG PLUMBING
ALT ALTERNATE	FLR FLOOR	PLF POUNDS PER LINEAR FOOT
ANCH ANCHOR	FT() FOOT	PWD PLYWOOD
APPROX APPROXIMATE	FTG FOOTING	PNL PANEL(ING)
ARCH ARCHITECT(URAL)	FV FIELD VERIFY	PNT PAINT(ED)
BD BOARD	GA GAGE/GAUGE	PSF POUNDS PER SQUARE FOOT
BLDG BUILDING	GC GENERAL CONTRACTOR	PSI POUNDS PER SQUARE INCH
BLW BELOW	GYP GYPSUM	PVC POLYVINYL CHLORIDE
BM BEAM/BENCH WORK	HDBD HARDBOARD	RA(G) RETURN AIR GRILLE
B.O. BY OWNER	HDW HARDWARE	RD ROOF DRAIN
BOTT BOTTOM	HM HOLLOW METAL	REG REGISTER
BUR BUILT-UP ROOFING	HORIZ HORIZONTAL	REQD REQUIRED
CAB CABINET	H(T) HIGH (HEIGHT)	REV REVISED/REVISION/REVERSE
C/C CENTER TO CENTER	ID INSIDE DIAMETER	RM ROOM
CF CUBIC FEET	IN (") INCH	RO ROUGH OPENING
CJ CONSTRUCTION JOINT	INSUL INSULATION	RS(C) ROUGH SAWN (CEDAR)
CLJ CONTROL JOINT	INT INTERIOR	SEC SECTION
CL CENTER LINE	JNT JOINT	SF SQUARE FOOT
CLG CEILING	KIT KITCHEN	SHT SHEET
CLO CLOSET	L LONG/LENGTH	SIM SIMILAR
CLR CLEAR	LAV LAVATORY	SPEC SPECIFICATION
CMU CONCRETE MASONRY UNIT	LB POUND	SQ SQUARE
CO CLEAN OUT/CLEAR OPENING	LF LINEAR FOOT	STD STANDARD
COL COLUMN	LLH LONG LEG HORIZONTAL	STL STEEL
CONC CONCRETE	LLV LONG LEG VERTICAL	STO STORAGE
COND CONDITION/CONDENSER	MAS MASONRY	STR STRUCTURAL/STRUCTURE
CONT CONTINUE/CONTINUOUS	MATL MATERIAL	SY SQUARE YARD
CONTR CONTRACT(OR)	MAX MAXIMUM	SYM SYMMETRICAL
CTR COUNTER/CENTER	MC MECHANICAL CONTRACTOR	T&G TONGUE AND GROOVE
CU CUBIC	MECH MECHANICAL	THK THICK(NESS)
D DEEP/DEPTH	MFR MANUFACTURE(R)	TYP TYPICAL
DF DRINKING FOUNTAIN	MIN MINIMUM	VERT VERTICAL
DIA DIAMETER	MISC MISCELLANEOUS	VEST VESTIBULE
DIM DIMENSION	MO MASONRY OPENING	VIF VERIFY IN FIELD
DN DOWN	MTD MOUNTED	W WIDE/WIDTH
DO DITTO	MTL METAL	W/ WITH
DR DOOR	NA NOT APPLICABLE	WC WATER/CLOSET/WALL COVERING
DS DOWNSPOUT	NIC NOT IN CONTRACT	WD WOOD
DTL DETAIL	NO NUMBER	WDW WINDOW
DWG DRAWING	NOM NOMINAL	W/O WITHOUT
EB EXPANSION BOLT	NTS NOT TO SCALE	WT WEIGHT
EC ELECTRICAL CONTRACTOR		WWF WELDED WIRE FABRIC
EJ EXPANSION JOINT		YD YARD
ELEC ELECTRIC(AL)		
ELEV ELEVATION		
ENT ENTRANCE		



PROJECT LOCATION MAP NOT TO SCALE

MATERIAL SYMBOLS

	ACOUSTICAL		METAL
	BRICK		TILE
	CONCRETE		SAND
	CONCRETE MASONRY UNIT		WOOD FINISH
	GRAVEL		WOOD FRAMING (CONTINUOUS)
	EARTH		WOOD FRAMING (INTERRUPTED)
	GYPSUM BOARD		PLYWOOD
	BATT INSULATION		RIGID INSULATION

PROJECT SPECIFICATIONS

CAST-IN-PLACE CONCRETE

CONCRETE SHALL HAVE THE FOLLOWING PROPERTIES AND MINIMUM COMPRESSIVE STRENGTHS AT 28-DAYS: FOOTINGS: 3000 PSI

AGGREGATE FOR NORMAL WEIGHT CONCRETE SHALL MEET ASTM C33. AGGREGATES SHALL BE PROPORTIONED SUCH THAT MIX DESIGN SHALL CONTAIN A MINIMUM OF 50% COARSE AGGREGATES BY GRADATION REQUIREMENTS SET FORTH IN ASTM C33. COARSE AGGREGATE SHALL MEET NO. 67 GRADING REQUIREMENTS.

CONCRETE SHALL BE IN STRICT CONFORMANCE WITH THE CURRENT "ACI MANUAL OF CONCRETE PRACTICE".

NO ALUMINUM SHALL BE PLACED IN THE CONCRETE.

PAVER ACCESSORIES

BEDDING AND JOINT SAND

A. Bedding and joint sand shall be clean, non-plastic, and free from deleterious or foreign matter. The sand shall be natural or manufactured from crushed rock. Limestone screenings or stone dust shall not be used. When concrete pavers are subject to vehicular traffic, the sands shall be as hard as practically available.

B. Grading of sand samples for the bedding course and joints shall be in accordance with the City of Pittsburg standard for fine aggregate.

GEOTEXTILE FABRIC

A. US 100NW Nonwoven Geotextile or equal.

B. NTPPEP APPROVED - GTX-2019-01-294. Nonwoven needlepunched geotextile made of 100% polypropylene staple filaments. Resistant to ultraviolet and biological deterioration, rotting, naturally encountered basins and acids.

- Weight Typical: ASTM D-5261, 4 oz/y².
- Tensile Strength: ASTM D-4632, 100 lbs.
- Permittivity: ASTM D-4491, 2.00 Sec-1.
- Water Flow Rate: ASTM D-4491, 140 g/min/F.

JOINT SEALANTS

MATERIALS, GENERAL:

A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under service and application conditions, as demonstrated by testing and field experience.

ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C920 requirements, including those referenced for Type, Grade, Class, and Uses.

B. Foot Traffic Joints (interior and exterior): Manufacturer's standard one-component non sag urethane sealant, Type S, Grade NS. Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

- Bostik Inc.; Chem-Calk 900.
- Products Research & Chemical Corp.; Permapol RC-1.
- Sika Corp.; Sikaflex-1A.

SEALANT BACKINGS, GENERAL

A. Provide sealant backings of material and type which are nonstaining; compatible with joint substrates, sealants, primers and other joint fillers; approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

ASPHALT EXPANSION JOINT

LOCATION: the brick to concrete transition near the pool edge.

PRODUCT: Equal to W.R. Meadows 3/8" wide asphalt expansion joint. NO SEALANT REQUIRED. Install flush with top of concrete.

DRAWING INDEX

ARCHITECTURAL

A-0	COVER - SPECS
A-1	SITE PLAN



alloy architecture.com

165 S. ROCK ISLAND, SUITE 200
WICHITA, KS 67202
p: 316.634.1111

PROJECT NUMBER
21129

The drawing and all information herein is the exclusive property of Alloy Architecture and is not to be copied or used in any way without the express written consent of Alloy Architecture. All drawings, specifications, ideas, designs and arrangements appearing herein constitute the original and unpublished Work of the architect.

Copyright © 2021
Alloy Architecture

Department of Administration
Office of Facilities & Property Management
Design, Construction & Compliance
700 Harrison, Suite 1200
Topeka, Kansas 66603
Phone: 785-236-8689

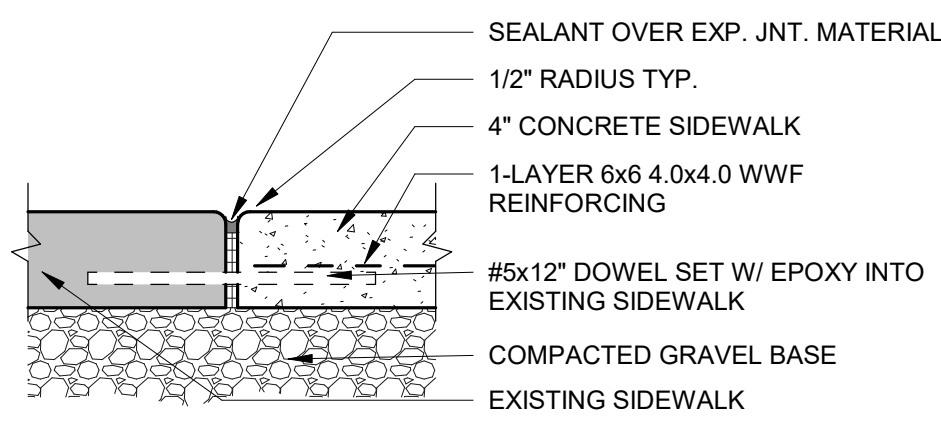
PITTSBURG STATE UNIVERSITY
PSU VETERANS MEMORIAL PAVER
REPAIRS
Pittsburg, Kansas
BUILDING NUMBER N/A
DATE: 05.10.2021 DRAWN BY: Jeff Sherrard

COVER

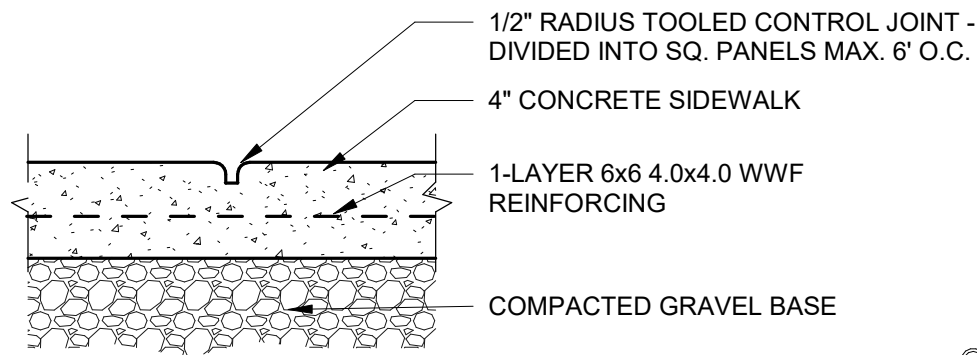
-

A-0

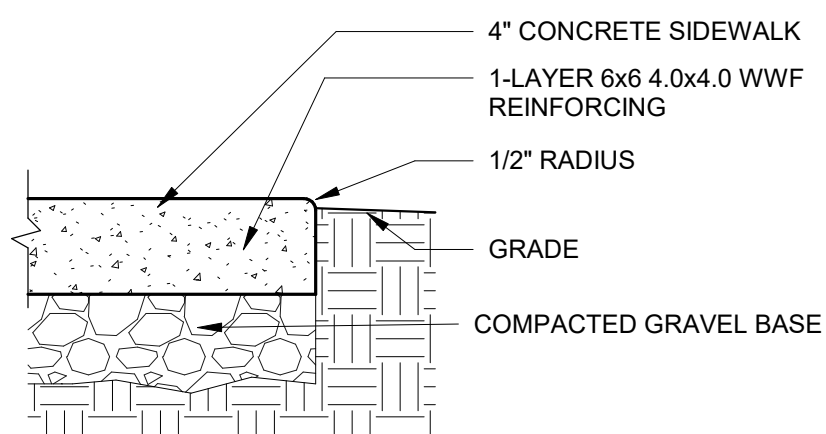
CONSTRUCTION DOCUMENTS



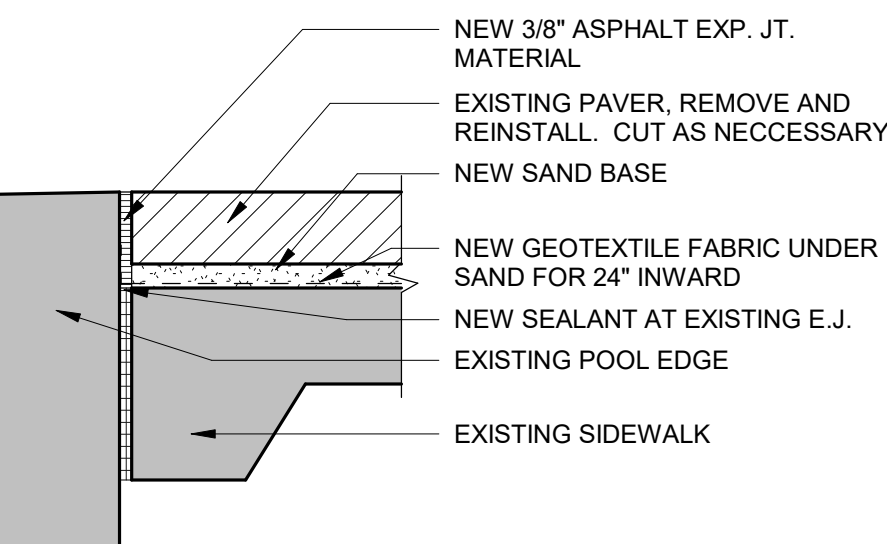
1 SIDEWALK EXP. JT.
1 1/2" = 1'-0"



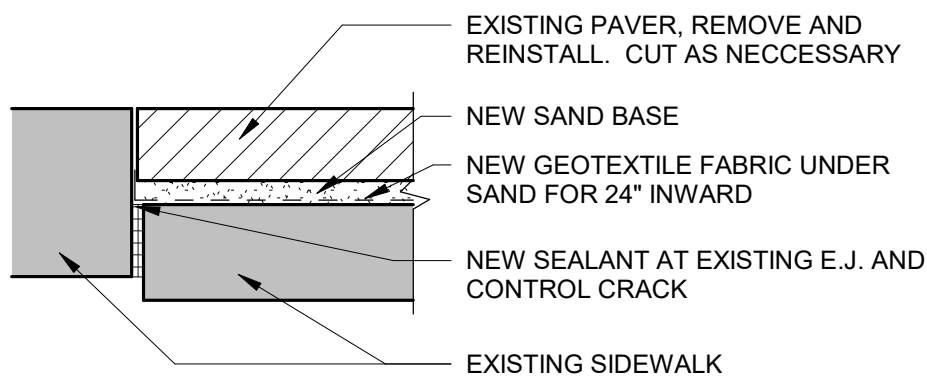
2 SIDEWALK CONTROL. JT.
1 1/2" = 1'-0"



3 SIDEWALK EDGE
1 1/2" = 1'-0"

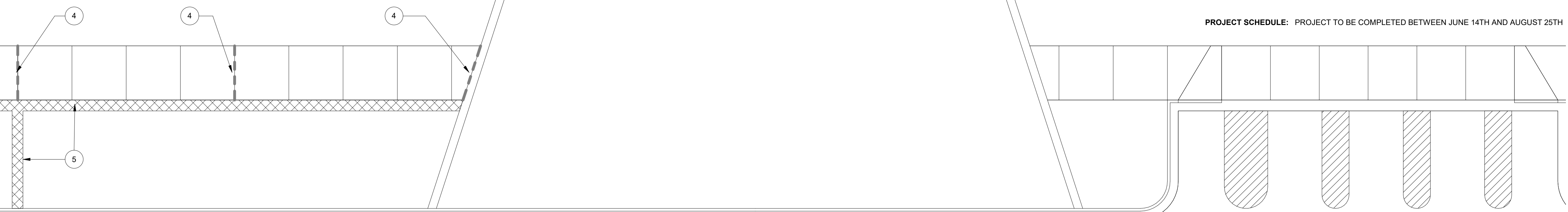


4 PAVER EDGE DETAIL
1 1/2" = 1'-0"



5 PAVER EDGE DETAIL
1 1/2" = 1'-0"

ARCHITECTURAL SITE PLAN
3/32" = 1'-0"



PLAN NOTES

- 1 REMOVE EXISTING CONCRETE SIDEWALK AND INSTALL NEW REINFORCED CONCRETE SIDEWALK. PIN INTO ADJACENT SIDEWALKS. SEE DETAILS 1, 2, 3/A-1
- 2 REMOVE EXISTING PAVERS AND INSTALL UNDER PAVEMENT FABRIC. REINSTALL PAVERS
- 3 REMOVE EXISTING PAVERS. INSTALL RUBBER EXPANSION JOINT AND PAVER FABRIC THEN REINSTALL PAVERS. CUT PAVERS AS NECESSARY. SEE DETAIL 4/A-2
- 4 REMOVE EXISTING CONCRETE E.J. SEALANT AND RESEAL TYP.. SEE SIM DETAIL 1/A-1
- 5 REMOVE EXISTING PAVERS. INSTALL PAVER FABRIC AND REINSTALL PAVERS. SEE DETAIL 5/A-1
- 6 REMOVE EXISTING CONCRETE SIDEWALK AND INSTALL NEW REINFORCED CONCRETE SIDEWALK. PIN INTO ADJACENT SIDEWALKS. SEE DETAILS 1, 2, 3/A-1; BID ALTERNATE #1

GENERAL NOTES

- A. CONTRACTOR TO VISIT SITE, VERIFY ALL EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY INITIAL DISCREPANCIES AS WELL AS ANY DISCREPANCIES ENCOUNTERED DURING DEMOLITION.
- B. DIMENSIONS ARE TO FACE OF NEW METAL STUD, FACE OF BRICK, OR FACE OF CONCRETE.
- C. CONTRACTOR SHALL COORDINATE DEMOLITION OPENINGS WITH ARCHITECT'S DIMENSIONED PLANS.
- D. PATCH/REPAIR ALL SURFACES, TO MATCH EXISTING ADJACENT SURFACES, AT DEMOLISHED MECHANICAL AND ELECTRICAL EQUIPMENT. COORDINATE WITH MEP DRAWINGS FOR LOCATIONS.
- E. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO CONFIRM THAT ALL FINAL FINISH SURFACES ARE TO BE ADA COMPLIANT.

BID ALTERNATE #1: SIDEWALK REPLACEMENT

PROJECT SCHEDULE: PROJECT TO BE COMPLETED BETWEEN JUNE 14TH AND AUGUST 25TH



alloy architecture.com
165 S. ROCK ISLAND, SUITE 200
WICHITA, KS 67202
p: 316.634.1111

PROJECT NUMBER
21129

The drawing and all information herein is the exclusive property of Alloy Architecture and is not to be copied or used in any way without the express written consent of Alloy Architecture. All drawings, specifications, ideas, designs and arrangements appearing herein constitute the original and unpublished Work of the architect.

Copyright © 2021
Alloy Architecture

Department of Administration
Office of Facilities & Property Management
Design, Construction & Compliance
700 Harrison, Suite 1200
Topeka, Kansas 66603
Phone: 785-236-8689

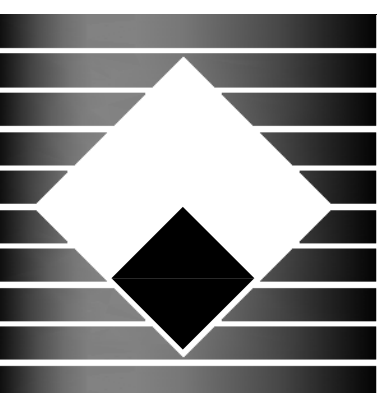
PITTSBURG STATE UNIVERSITY
**PSU VETERANS MEMORIAL PAVER
REPAIRS**
Pittsburg, Kansas
BUILDING NUMBER N/A
DATE: 05.10.2021 DRAWN BY: Jeff Sherrard

ARCHITECTURAL
SITE PLAN

-

A-1

CONSTRUCTION
DOCUMENTS



ASK
INNOVATE
DESIGN
IMPLEMENT

DESIGN CONSULTANT
ANSWERS, INC.

450 WEIDMAN ROAD
ST. LOUIS, MISSOURI 63011
636.386.6707
636.386.7207 FAX

ARCHITECT
THOMAS A. TYLER

450 WEIDMAN ROAD
ST. LOUIS, MISSOURI 63011
636.386.6707
636.386.7207 FAX

PITTSBURG STATE UNIVERSITY
KANSAS POLYMER RESEARCH CENTER
ENTRY WALKWAY REPLACEMENT
1204 RESEARCH ROAD
PITTSBURG, KANSAS 66762

REVISION

DRAWN BY: MRR
DESIGNED BY: TAT
PROJECT MANAGER: TAT

ISSUE DATE: 12.16.2020

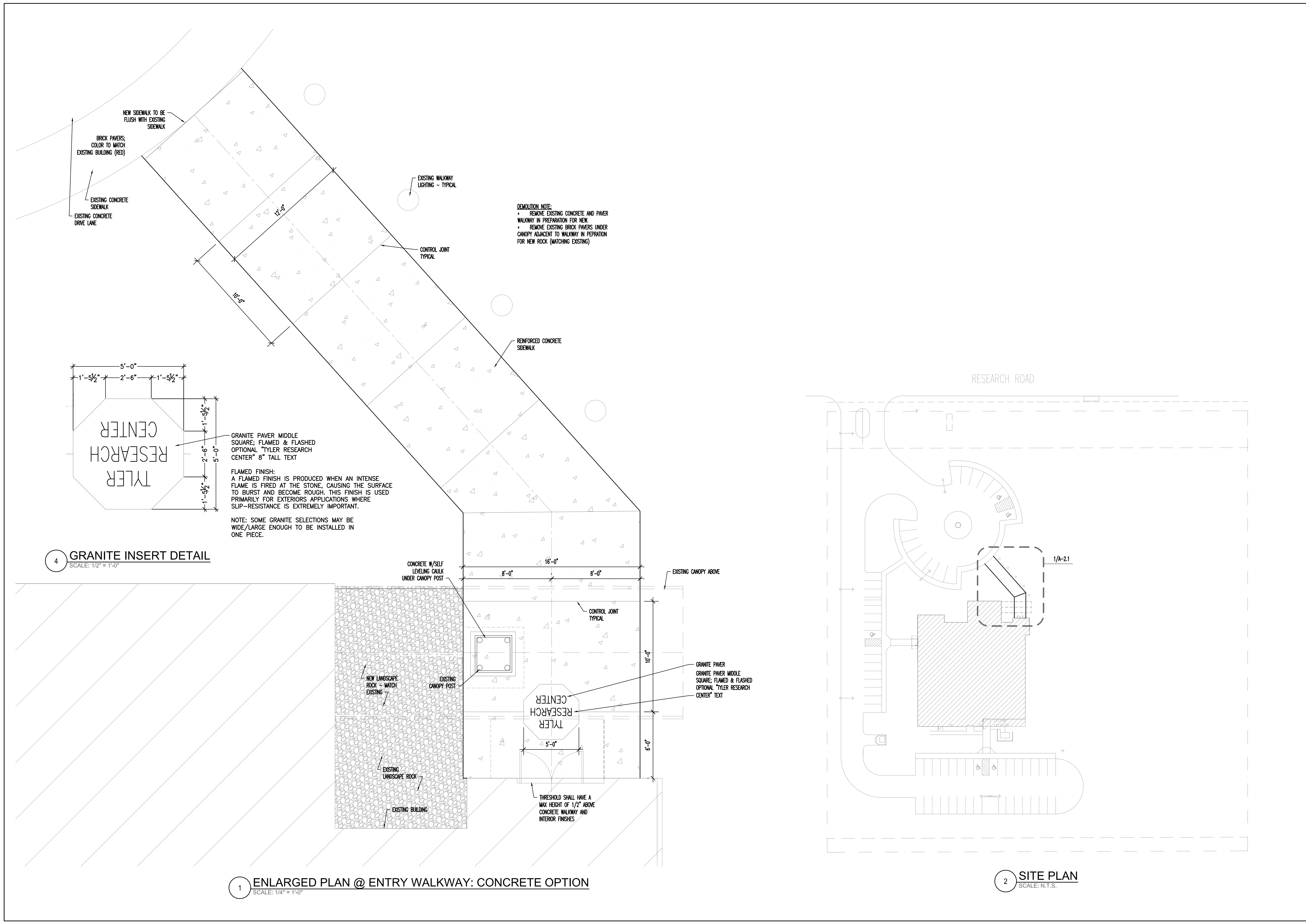
PROJECT NO: XXXXX

SHEET NO:

A-2.1

ENTRY WALKWAY
PLAN & DETAILS
CONCRETE OPTION

© Copyright ANSWERS, INC. 2020



4 GRANITE INSERT DETAIL
SCALE: 1/2" = 1'-0"

1 ENLARGED PLAN @ ENTRY WALKWAY: CONCRETE OPTION
SCALE: 1/4" = 1'-0"

2 SITE PLAN
SCALE: N.T.S.

General Provisions/Signature

Tax Clearance Certification: Bid submittals of \$25,000 or more shall include a copy of a Tax Clearance Certification. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR):

<http://www.ksrevenue.org/taxclearance.html>

W9 Form: Vendors who are new to PSU should submit a copy of their W-9 with bid response. The form can be downloaded at www.irs.gov/pub/irs-pdf/fw9.pdf

DA-146a Contractual Provisions: The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment which is incorporated into all contracts with the State <http://www.da.ks.gov/purch/DA-146a.pdf>

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

COMPARABLE PRODUCTS: Bids on comparable products are invited. Indicate appropriate items, brands, model numbers, and specifications. Minor deviations in size and operational characteristics from those set forth in the specification will be considered when such deviations do not alter nor deter Pittsburg State University from accomplishing its intended usage or function. **Each bidder must clearly indicate in writing where (if any) their product characteristics deviate from these specifications and explain how their product accomplishes the desired function even though product characteristics may be different.**

ACCEPTANCE OR REJECTION: PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.

PAYMENT: Payment will be made upon receipt of shipment by PSU.

FREIGHT COST INFORMATION: FOB Destination, Freight Prepaid, and Allowed.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

- Legal Name of Person, Firm or Corporation:
- Payment Terms:
- Telephone Number:
- E-mail Address:
- **Signature:** _____
- **Date:** _____

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. 07-19), 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 thirty (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 ninety (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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (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) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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.