



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

REQUEST FOR QUOTE #: 12016

DATE EMAILED/MAILED: January 6, 2012

REPLY BY 4:30 P.M.: January 30, 2012

RETURNED SIGNED QUOTE TO:

Fort Hays State University (FHSU)

Purchasing Office

601 Park Street Sheridan Hall Room 318

Hays, KS 67601

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/addenda, <http://www.fhsu.edu/purchasing/bids>.

Purchasing Office Contact Information:

Telephone: 785-628-4251

Fax: 785-628-4046

Email: purchasing@fhsu.edu

INSTRUCTIONS TO BIDDERS:

1. The FHSU Purchasing Office is the only point of contact for this RFQ. When communicating, always refer to the quotation number.
2. To be considered, one copy of this quotation, with your bid properly filled in, must be signed and returned to the FHSU Purchasing Office by the specified closing date. E-mail and late bids cannot be considered.
3. **Faxed bids are acceptable.**
4. Bid must be in U.S. Dollars (\$US) excluding Federal Excise/State Sales Taxes.
5. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
6. Bid for comparable merchandise will be considered, unless the specifications indicate "no substitution".
7. Bidder must specify exceptions to any requirement or specification in the bid.
8. Bid must include complete specifications and/or descriptive literature to facilitate consideration.
9. Please browse our web-site for similar pending requests.
10. **THIS IS NOT AN ORDER.**

Item No.	Qty.	Unit	Description of Item(s)	Total Amount
1	1	Lot	Cunningham Corridor Asbestos Abatement	
Pre-Bid Meeting January 17, 2012 on site at 1:30 PM or following the Wiest pre-bid meeting				
TOTAL DELIVERED PRICE (FOB Destination Prepaid & Allowed)				

TO BE CONSIDERED, THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:

DATE _____

TERMS _____

DELIVERY WILL BE MADE _____ DAYS A.R.O.

F.O.B. DEST. Fort Hays State University, Hays, KS 67601

F.E.I.N. OR S.S.N. _____

NAME _____

ADDRESS _____

CITY _____ ST _____ ZIP _____

SIGNED BY _____

PRINT OR TYPE NAME _____

TITLE _____

TELEPHONE # _____

FAX # _____

E-MAIL ADDRESS _____

CHECK IF APPLICABLE

Small Business _____ Woman-Owned _____ Minority-Owned _____

State Credit Card: Presently, FHSU uses a State of Kansas Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. Will the credit card be allowed for purchases?

Yes _____ No _____ (*Refusal will not be a determining factor in the award.*)

TERMS AND CONDITIONS

1. It is the intent of Fort Hays State University (FHSU) to permit competitive bidding. It is the bidder's responsibility to advise the FHSU Purchasing Office, in writing, no later than three (3) business days before the bid closing date, if any specification or requirement described herein limits bidding to a single source.
2. Unless otherwise specified, Fort Hays State University reserves the right to accept or reject all or any part of your quotation, and to waive technicalities.
3. Offered payment discounts will NOT be considered in determining the low bid. The discount period begins on the date of delivery, or acceptance, or receipt of a correct invoice by the receiving agency, whichever is later.
4. Except as otherwise indicated, the merchandise quoted is in new condition.
5. Fort Hays State University reserves the right to award purchases by item, by group, or by lot, whichever is deemed to be in the university's best interest.
6. In the event of a tie for the low bid, the award will be made to the Kansas bidder.
7. Unit price will prevail in the event of extension error(s).
8. If awarded a purchase order, the bidder agrees to furnish the item(s) or provide the service(s) enumerated hereon at the price(s) quoted and in accordance with the conditions indicated.
9. If a bid indicates that an item quoted is functionally equivalent and it is purchased and found not to be comparable, Fort Hays State University reserves the right to return that item at the bidder's expense, and the bidder will be billed for the difference in cost between this bid and the successful bid.
10. If any portion of this bid is provided by a vendor other than the bidder, the bidder remains the prime contractor responsible for fulfilling all requirements of this bid.
11. Contracts or purchase orders resulting from this quotation may not be assigned without prior written consent of the FHSU Director of Purchasing.
12. The seller agrees to protect Fort Hays State University from all damages arising out of alleged patent infringement.
13. Partial payments will not be made, unless otherwise specified.
14. Bid results are available by written request with a check payable to Fort Hays State University for three dollars (\$3.00) per request, tax included, with a stamped, self-addressed envelope. Unless otherwise requested, your canceled check will serve as your receipt.
15. Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a state contractor must be disclosed. This is to include (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract of subcontract or in the performance of such contract of 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 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 action in concert with one or more individuals or entities, owns or controls twenty-five percent (25%) or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
16. If any part of this contract (including any required installation) is fulfilled by any other contractor, the successful bidder remains responsible for completing all aspects of the work described herein.
17. Vendors who are new to the university should complete a vendor registration form found at: <http://www.fhsu.edu/purchasing/Vendor-Registration-Form>. A copy of the vendor's W-9 should also be submitted with your bid: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.

TAX CLEARANCE

Fort Hays State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of vendor's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <https://www.kdor.org/TaxClearance/Self/Default.aspx> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with the bid response(s) to:

Fort Hays State University
Purchasing Office
601 Park Street, Sheridan Hall 318
Hays, KS 67601

Failure to provide this information may be cause for rejection of vendor's bid or proposal.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.htm>

The FHSU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the FHSU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or FHSU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of FHSU and the State.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

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-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that 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 and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

PROJECT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes
 - 1. Project information
 - 2. Work covered by Contract Documents
 - 3. Work by Owner
 - 4. Access to site
 - 5. Work restrictions
 - 6. Specification and drawing conventions
- B. Related Section
 - 1. Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification: Cunningham Hall – Central Corridor Floor Tile Abatement.
 - 1. Project Location: 1435 US 183 Alt., FHSU
- B. Owner: Fort Hays State University
 - 1. Owner's Representative:
 - a. Dana Cunningham, Facilities Planning, Room 109, Brooks Building FHSU, 785.628.4424.
 - b. William Deeds, Environmental Safety Office, Room 111, Brooks Building FHSU, 785.628.4333.

1.4 SCHEDULE

- A. Work is to be completed between March 18, 2012 and March 25, 2012
 - 1. Contractor will have access to the site between the hours of 6 AM and 6 PM, Monday through Friday, and on weekends from Noon to 5 PM, holidays excepted.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract documents and consists of the following:
 - 1. Removal of asbestos floor tile and mastic.
- B. Type of Contract
 - 1. Project will be constructed under a single prime contract.

1.6 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for abatement operations.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- C. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Notify owner of proposed work hours.
 - 1. Weekend Hours: Notify owner of proposed weekend work hours.

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Nonsmoking Building: Smoking is not permitted only in parking lot areas.
- D. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- E. Employee Screening: Comply with Regulating agencies requirements regarding drug and background screening of Contractor personnel working on the Project site.
 - 1. Maintain list of approved screened personnel with Owner's Representative.

1.8 SCHEDULE OF DRAWINGS

- A. Drawing sheets that compliment this specification area are as follows:
Cunningham Hall – First Floor Plan

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.

1.3 USE CHARGES

- A. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

PART 2 - PRODUCTS**2.1 EQUIPMENT**

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION (Not Used)

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures
 - 2. Final completion procedures
 - 3. Warranties
 - 4. Final cleaning

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons the Work is not complete.
 - 2. Submit specific final certifications, and similar documents
 - 3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 4. Prepare and submit Project Record Documents.
 - 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner and contractors superintendent will either proceed with inspection or notify Contractor of unfulfilled requirements.
 - 1. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Consultant, that must be completed or corrected before certificate will be issued.
 - 2. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - 3. Results of completed inspection will form the basis of requirements for final completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section "Payment Procedures".
 - 2. Submit copy of Owners Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Consultant. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner and contractors superintendent will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completing for entire Project or for a portion of Project:
 - a. Clean Project site, yard, grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site
 - d. Leave Project clean and ready for occupancy
 2. Construction Waste Disposal: Comply with all state and local waste disposal requirements

ASBESTOS ABATEMENT SUPPLEMENTAL CONDITIONS**PART 1 - GENERAL****1.1 OVERVIEW**

- A. These specifications are applicable to asbestos abatement for Fort Hays State University, hereinafter referred to as the Owner.
- B. The specific asbestos abatement required is identified in the Scope of Work section of these documents.
- C. The intent of these Documents is to provide for the execution and completion of abatement described herein, and it is understood that the Contractor will furnish all labor, materials, equipment, tools, transportation, supplies, notifications, permits and fees such as may be required to complete the Contract in a satisfactory and workmanlike manner and in accordance with the specifications described in these documents.

PART 2 - SUPPLEMENTAL ASBESTOS ABATEMENT CONDITIONS**2.1 OVERVIEW**

- A. FHSU has added these supplemental conditions affecting the project contract documents.
- B. The supplemental conditions shall be binding and made a part of the contract documents.

2.2 PROJECT INSPECTION

- A. Upon completion of removal and prior to tearing down any containment, FHSU shall conduct a final inspection of all work areas to verify the work has been completed and the areas have been cleaned of any and all visible debris.
- B. If the inspection fails, the abatement contractor shall complete any additional work, recleaning and restoration before re-inspection and final clearances are conducted.

2.3 HAZARD COMMUNICATION

- A. FHSU shall notify the Contractor, as required by OSHA's 29 CFR Part 1910.1200, of hazards that are present in the area (s) the Contractor and his employees will be working.
- B. FHSU shall make available to the Contractor and his employees all Material Safety Data Sheets (MSDS) for all chemicals located within the work area(s) prior to the start of the work.

2.4 ASBESTOS CONTRACTOR SUBMITTALS

- A. The Contractor shall compile and submit, to the Owner, the following documents prior to the Owner issuing "Notice to Proceed" to the asbestos contractor for the work he has been contracted.
 - 1. Asbestos Notification of Kansas Dept. of Health & Environment
 - 2. KDHE letter of approval of asbestos notification
 - 3. Disposal permit for asbestos waste
 - 4. MSDS for Contractor's materials
 - 5. Copies of all employee's training certificates and Kansas Licenses
- B. Upon completion of work, the Contractor shall compile and submit in a timely manner, the following project "close-out" documents:
 - 1. Waste shipment records and disposal manifests.
- C. Delinquency on the part of the asbestos contractor making necessary submittals shall not extend or otherwise change the required time schedule or the application of liquidated damages.
- D. All submittals shall be submitted to:

William Deeds
Environmental Safety Office
FHSU
600 Park Street
Hays, KS 67601
785.628.4333
Fax: 785.628.4048

2.5 SECURITY

- A. The Contractor shall be responsible for the security of the work area against inadvertent and/or willful entry of unauthorized persons.
- B. The security of the Contractor's tools, equipment, materials etc., as well as stored asbestos waste awaiting disposal, shall be the sole responsibility of the Contractor.
- C. The Contractor shall also be responsible for the security of the property of the Owner that remain in the work area (s) and areas the Contractor may have access to during the execution of the work under Contract. The Contractor shall coordinate and cooperate with the Owner's security personnel, as he may be instructed and/or required, for the protection of the Owner's property.

2.6 WORKER CERTIFICATION

- A. A person shall not supervise or engage in an asbestos project unless that person has a valid class I or class II asbestos worker certificate that has been issued in accordance with Kansas regulations. Certificates and/or license cards shall be available for inspection by the Owner at the project site.

2.7 OSHA EMPLOYEE AIR MONITORING

- A. The asbestos contractor shall be responsible for monitoring (and analysis) his employees' exposure to airborne asbestos as required by OSHA. Results of the employee exposure monitoring shall be made available to the Owner upon request.

ASBESTOS ABATEMENT SCOPE OF WORK

PART 1 - GENERAL

1.1 OVERVIEW

- A. The scope of work covered herein shall consist of removal and disposal of specified asbestos containing materials (ACM) in Cunningham Hall, Fort Hays State University, Hays, Kansas.

PART 2 - SCOPE OF WORK

2.1 DESCRIPTION AND QUANTIFICATION OF WORK

- A. The following per floor quantities are approximate quantities only.
- B. The Contractor shall be responsible for his own verification of actual quantities, work and conditions involved in this scope of work.

2.2 ASBESTOS ABATEMENT APPROXIMATE QUANTITIES – BASE BID

- A. See Attached drawings for approximate quantities.

PART 3 - ASBESTOS ABATEMENT WORK PRACTICES

3.1 OVERVIEW

- A. The asbestos abatement performed under this scope of work shall comply with all applicable Federal, State and local regulations including, but not limited to, OSHA, EPA (NESHAP, WPR, etc.), DOT, State of Kansas and Ellis County, as well as the project specifications herein.
- B. As a minimum, the Contractor shall implement the most stringent work practices and engineering controls of these applicable regulations and project specifications.

3.2 ISOLATION OF WORK AREAS

- A. The Contractor shall isolate, with poly sheeting, any entrance to the area they are working. These barriers shall be demarcated with the appropriate signage and access limited to authorized personnel only. These barriers shall remain in place until all asbestos abatement, post abatement inspections, and final clearances have been completed.

3.3 NON-FRIABLE MATERIAL: FLOOR TILE & FLOOR TILE MASTIC

- A. The Contractor shall implement the work practices for non-friable asbestos containing material addressed in the EPA 40 CFR Part 763, and OSHA 1926.1101 (g) regulations covering Class II asbestos work.
- B. The work area shall be properly demarcated and access limited to authorized personnel only. Surrounding areas shall be protected from contamination by the use of poly sheeting as required. All non-friable materials shall be carefully removed using methods that minimize any breakage of the materials.

3.4 GENERAL

- A. Any work practice implemented by the Contractor shall comply with all applicable regulations utilizing the most stringent if two or more regulations apply.
- B. Any variation from or waiver of applicable regulations shall be approved by the appropriate regulatory agency and by the Owner and/or the Owner's representative prior to implementation of such variation or waiver.
- C. The Contractor shall confine his operations and activities to the work area so as not to encumber the Owner's use of the facility for general operations. The Contractor shall advise the Owner of proposed work practices that could restrict the Owner's use of the facility and obtain approval before implementing such work practices.

State of Kansas
Department of Administration
DA-146a (Rev. 10-11)

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. 10-11), 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.

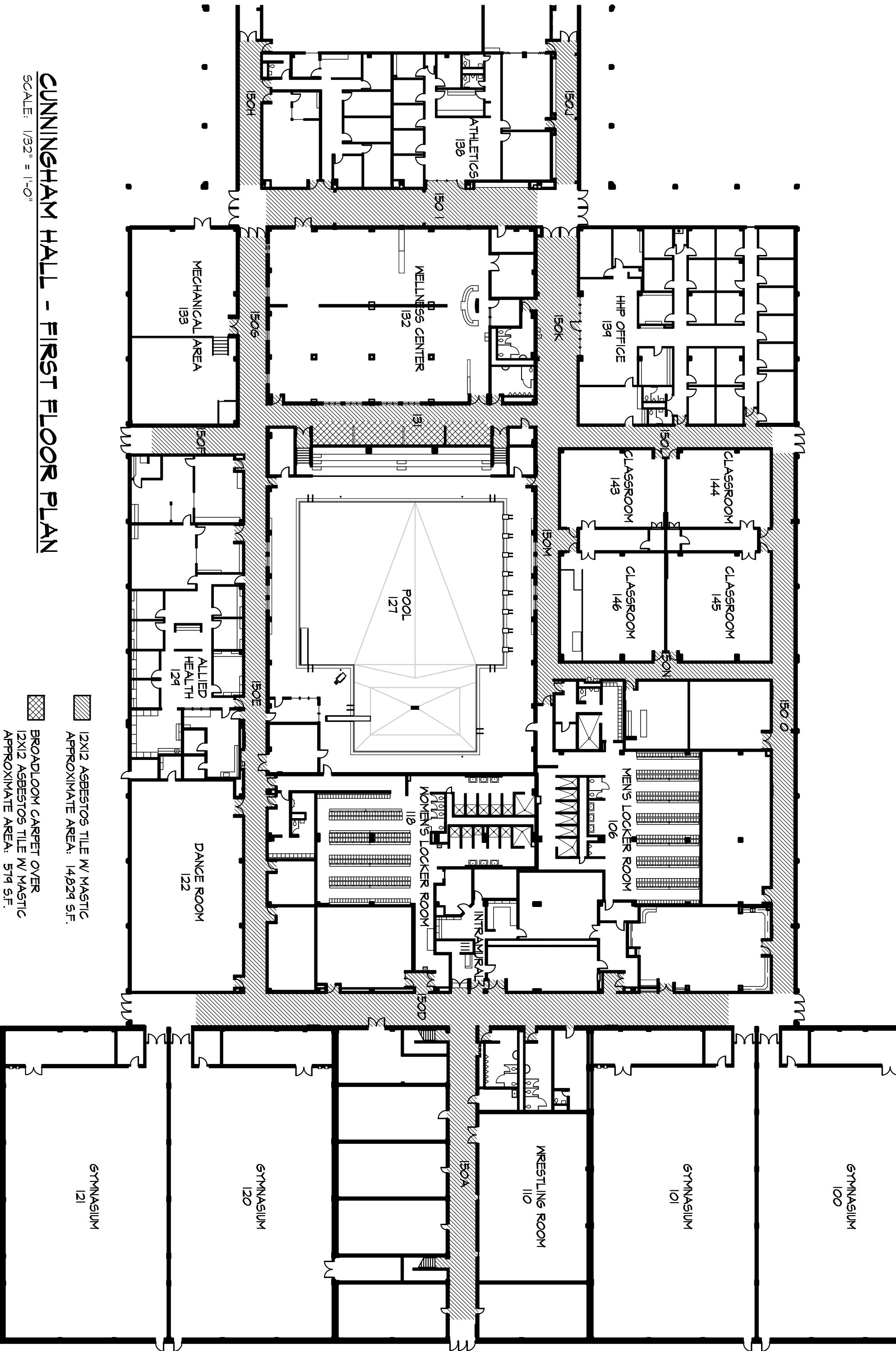
9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

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 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.



CUNNINGHAM HALL - FIRST FLOOR PLAN

SCALE: 1/32" = 1'-0"