



KANSAS CITY KANSAS PUBLIC SCHOOLS / USD 500

PURCHASING OFFICE | 2010 N. 59TH STREET ROOM 370 \ KANSAS CITY, KS 66104

WEB SITE: WWW.KCKPS.ORG/PURCHASING

WRESTLING UNIFORMS HIGH SCHOOL AND MIDDLE SCHOOL

BID NO: IFB 18-024 ISSUE DATE: JULY 16, 2018

Kansas City Kansas Public Schools will receive sealed bids, on this form at the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, KS 66104 until **2:00 PM., July 26, 2018**, at which time bids received will be publicly opened and read, all in accordance with bid instructions, specifications and/or bid conditions attached hereto or as shown below.

Contact/Technical Contact:

Wayne C. Correll, Director of Purchasing | (913) 279-2270 | eMail: wayne.correll@kckps.org

BID INSTRUCTIONS:

FAXED BIDS WILL NOT BE ACCEPTED / EMAILED BIDS WILL NOT BE ACCEPTED.

Reference Attachment A for further Bid Conditions and Instructions

1.1 GENERAL

Kansas City Kansas Public Schools (USD #500) is soliciting bids for WRESTLING UNIFORMS for District high schools and middle schools. Bidders will execute and submit all bids in accordance with these instructions and the applicable provisions of the specifications.

Bidders or potential bidders accessing this document from the District's website at: <http://www.kckps.org/index.php/invitation-for-bids> are responsible for accessing and acknowledging any questions/answers or applicable addenda if issued. NOTE: While notifications of addenda are made available on the website for interested bidders with an intent to bid, it is the bidder's sole responsibility to access any questions/answers and/or addenda. Bids received by the District that do not include acknowledgement of such may be rejected.

1.2 SCOPE OF WORK

The District is requesting pricing proposals for WRESTLING UNIFORMS to fulfill a need in the Athletic Department at Kansas City Kansas Public Schools. The purpose of this bid is to provide the District the lowest possible price for high quality products meeting the specifications presented.

1.3 SUBMISSION OF BIDS

- a. Sealed bids for Wrestling Uniforms will be received until the bid closing date, noted on the first page of this solicitation (subject to change by written addendum) and displayed at the District purchasing site identified in Section 1.1 (above), at which time the responses will be publicly unsealed/opened. Submission of bids after the specified Due Date/Time are not permitted. Bids received after the exact time specified for receipt will not be considered.
- b. Bids should be submitted in hard copy form. All bids received will be time and date stamped. Bids submitted by email or facsimile will not be accepted.
- c. Any alterations or corrections by the Bidder must be completed prior to the designated bid due date and time.
- d. Bids may be withdrawn or modified at any time prior to the scheduled closing time for receipt of bids.
- e. All bids shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Bids for sixty (90) days after opening, but the District reserves the right to accept or reject bids on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the District.
- f. Unless otherwise specified, only one price brand and/or model may be proposed for each item or service in this Request for Bids. Bidders must determine their single best offering based on the quantity specified. Bids not conforming to this requirement may be rejected.
- g. Any time District Offices are closed on days other than scheduled holidays, any opening, pre-proposal conference, or other meeting or event related to this Invitation for Bids scheduled for that date/time will be held on the next normal working day at the scheduled time. It shall be the Bidder's sole responsibility for making themselves aware of, and making attempts to remedy, any situation causing a potential delay in bid submission.

1.4 ALTERNATE BRANDS/SPECIFICATIONS

- a. Brand names and specifications referenced in this bid are intended to establish a minimum standard of quality, performance, or use desired. Unless otherwise noted, bids on "equals" may be considered provided Bidder clearly identifies the alternate product or service to those specified in this bid, and furnishes descriptive literature and other proof required by the District to determine that the "equal" being proposed meets the minimum essential specifications.

- b. When brand names or specifications are not changed, it will be assumed that Bidder's proposal is as specified and any award or agreement would be done so accordingly.
- c. Samples, when required by the District, must be furnished free of charge, including freight, to and from the District.
- d. In the event the District elects to contract for a brand purported to be an equal by the Bidder, the acceptance of the item will be conditioned on the District's inspection and testing after receipt. If, in the sole judgment of the District, the item is determined not to be equal, the material will be returned at Bidder's expense and the Agreement terminated.

1.5 PRICING

Except as otherwise provided, bid prices must be firm and based on the units specified. The bid price shall include everything necessary for the execution and completion of this Agreement including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, and service, except as may be otherwise provided in this Agreement. Prices quoted on the Bid Form shall include all freight and/or delivery charges. In the event of a discrepancy between the unit price and the total price, the unit price will govern and the total price will be adjusted accordingly. Bidder's agreement and submittal of information/pricing on the Request for Bids Pricing page guarantees that prices have not been arrived at through collusion with other eligible Bidders and without effort to preclude the District from obtaining the lowest possible competitive prices. The bid price shall not include any allowance for Kansas State sales or use tax.

1.6 DELIVERY AND FREIGHT REQUIREMENTS

- a. Unless otherwise specified, bid response must be on the basis of FOB. Destination, prepaid and allowed. Requests for additional compensation for freight or delivery charges will be rejected by the District unless specifically identified on the Bid Form and agreed to by the District.
- b. Unless otherwise specified in the Request to Bids, delivery at the earliest possible date is desired; therefore, weighted consideration may be given to the earliest date as stated by the bidder in its proposal. Bidder will state, in calendar days, the time required to make delivery after receipt of an Agreement or purchase order. Failure to make delivery within the time specified may be cause for the District to cancel the Agreement or purchase order and to make the purchase on the open market with any cost in excess of the Agreement amount to be paid by the Bidder. Failure of the vendor to meet contract delivery dates may also be cause for removal from the District's bidder consideration list.

1.7 SUBCONTRACTORS

Names and addresses of all proposed subcontractors (if any) shall be submitted with the proposal response. Failure to provide this information may be grounds for rejection of the bid. The District reserves the right to approve or reject the Bidder's subcontractor(s), when applicable.

1.8 INTERPRETATION, CORRECTIONS, OR CHANGES

Bidders requesting any interpretations or clarifications of this document shall direct those questions in writing by email submitted to wayne.correll@kckps.org.

The District's Purchasing Office is the first and only point of contact on all matters related to the procedures associated with this Invitation for Bids. If additional information is needed from any source, the District's Purchasing Office will work with the Bidder and with the various offices of the District to gather that information.

Any interpretation, correction, or change in the Invitation for Bids will be made by formal addendum issued electronically on the purchasing website by the District's Purchasing Office and must be acknowledged by Bidder in the proposal response. Interpretations, corrections, or changes to the Invitation for Bids allegedly made in any other manner will not be binding and no Bidder may rely upon any such interpretation, correction, or change.

1.9 BIDDER'S PRE-BID CONFERENCE

There will be no pre-bid conference for this solicitation.

1.10 BIDDER'S REPRESENTATION

By submission of a bid, Bidder represents that they have examined the requirements and terms of this solicitation and made an examination of the physical site or otherwise satisfied him/herself completely as to the provisions of the Agreement documents and physical site conditions, areas, and quantities.

1.11 QUALIFICATION OF BIDDER(S)

Upon request by the District, the apparent successful bidder(s) shall furnish documentation satisfactory to the District which confirms qualification requirements. 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 Bidder must be disclosed. This is to include (a) 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; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; and (d) any other offense to be serious and compelling as to affect responsibility as a state Bidder (see K.S.A. 75-37,103); or (e) is federally debarred.

1.12 REFERENCES

Unless otherwise provided by the District, Bidder shall provide a minimum of three (3) references including contact names, addresses, and phone numbers for whom Bidder is providing or has provided similar goods or services.

1.13 BASIS OF AWARD(S)

- a. The District will look to the Bidder(s) submitting the best bid(s) as its primary supplier(s); however, at its sole discretion, the District may award more than one for the supply and delivery of the items described

herein. The District reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, and to contract in the best interest of the District.

- b. Award(s) may be made to the lowest acceptable Bidder(s) as determined by an item by item basis or by the total cost. On an item by item basis and in the District's sole judgment, if a significant savings cannot be made by making award(s) to the low Bidder(s), the District may make the award of the item(s) to the next low Bidder(s) already receiving award of item(s).
- c. The District shall not be required to make any award whatsoever.

1.14 APPEAL OF AWARD

A Bidder aggrieved by the award of an Agreement may file an appeal in writing to the District's Purchasing Office. The appeal must be received by the Purchasing Office within five (5) working days after the award is made, must describe the basis for the appeal, and must include all argument and evidence the Bidder wishes the Purchasing Office to consider. Keeping track of the date that an award is made is the responsibility of the Bidder(s).

1.15 BID CONFIDENTIALITY

Each Bidder agrees that the contents of each bid submitted in response to this Invitation for Bids is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such bids, except as provided for by law. Except as determined by the District's Purchasing Office, in its sole discretion, no information will be given regarding any bids or evaluation progress until after an award is made, except as provided for by law.

1.16 ORDER OF PRECEDENCE

To the extent that this bid's terms, conditions, or provisions may be in conflict or be inconsistent, their order of authority shall be as follows: 1) Instructions to Bidders; 2) District Standard Terms and Conditions; 3) State of Kansas Department of Administration DA-146a (Rev. 06-12) Contractual Provisions Attachment; and 4) the Specifications.

1.17 RECORD OF PURCHASES

This section omitted.

1.18 DISCLOSURE OF POTENTIAL CONFLICT OF INTERESTS

It is the duty of the Bidder to disclose all circumstances that constitute an actual or potential conflict of interest as those terms are defined in the District's Conflict of Interest Policy. This duty is continuing throughout the procurement process, and such circumstances must be disclosed to the District immediately upon Bidder's knowledge. Failure to do so could jeopardize the procurement process and result in rejection of a Proposer's submission or rescission of a proposed award.

SECTION 2 - TERMS AND CONDITIONS

In addition to the Attachment A – Standard Terms and Conditions, the following terms and conditions shall apply to the Agreement.

2.1 AGREEMENT TERMS AND CONDITIONS

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in the Agreement and made a part thereof. The submission of a proposal herein constitutes the agreement of Bidder that any Agreement to be drawn as the result of an award herein shall be prepared by the District and shall include at a minimum, all terms and conditions set forth in this Invitation for Bid. The submission of a bid shall further constitute the agreement of each Bidder that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements, and that it will not insist on or require any modifications to the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12).

2.2 LAWS, REGULATIONS AND PERMITS

The Bidder shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work and as required in the related industry, including without limitation, laws specific to public K-12 educational entities, such as (and again without limitation): Section 504 of the Rehabilitation Act of 1973, and the Family Educational Rights & Privacy Act. The Bidder shall be liable for all violations of the law in connection with work furnished by the Bidder, including the Bidder's subcontractors, if any. Failure of the District to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the District's right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect.

2.3 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, undisputed payments shall be due and payable within 30-45 days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

2.4 BIDDER COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

- a. Any commitment by the Bidder within the scope of this Agreement shall be binding upon the Bidder. Failure of the Bidder to fulfill such a commitment shall render the Bidder liable for actual damages incurred by the District due to such failure of the Bidder. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Bidder includes:
 - 1) prices and options committed to remain in force over a specified period of time;
 - 2) any warranty or representation made by the Bidder in a proposal as to performance or any other physical, design, or functional characteristics;

- 3) any warranty or representation made by Bidder concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal;
 - 4) any modification of, affirmation, or representation as to the above that is made by Bidder in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.
- b. In addition to any other representations and warranties contained herein, Bidder represents and warrants the following:
- (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder;
 - (2) that it is authorized to do business in Kansas, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement, and is not federally debarred.

2.5 BOARD OF EDUCATION APPROVAL

The Agreement may be subject to approval by the District's Board of Education, and if such approval is required but not granted, the Agreement shall be void and neither party shall have any further obligations or liabilities hereunder.

2.6 KANSAS ACT AGAINST DISCRIMINATION

The following (Sec. 1-5 of K.S.A. 44-1030(a)) are conditions of the Agreement. Only Bidders, vendors, or suppliers whose contracts with the District cumulatively total Five Thousand Dollars (\$5,000) or less during the fiscal year of the District or who have fewer than four (4) employees shall be exempt from these provisions.

- a. The Bidder shall observe the provisions of the Kansas Act Against Discrimination, as amended, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
- b. In all solicitations or advertisements for employees, the Bidder shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission;
- c. If the Bidder fails to comply with the manner in which the Bidder reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Bidder shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the District;

- d. If the Bidder is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the Bidder shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the District; and
- e. The Bidder shall include the provisions of K.S.A. 44-1030(a)(1) -(5), as amended, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

2.7 EXECUTIVE ORDER 11246

The Bidder shall, in the performance of the requirements of any contract, comply with the provisions stipulated in Executive Order 11246 (Non-Discriminatory Hiring Practices).

2.8 BONDS

This section omitted.

2.9 CONTINUATION DURING DISPUTES

The Bidder agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

2.10 BIDDER'S INSURANCE

This section omitted.

2.11 INDEMNIFICATION

To the fullest extent permitted by law, the party who enters into this Agreement with the District, including its respective officers, directors, partners, employees, insurers, agents, subcontractors, invitees or others acting under its direction or control (collectively, "Party"), agrees to defend, indemnify and hold harmless District, District's officers, directors, partners, employees, agents and representatives from and against any and all actual or alleged claims, costs, losses, damages and costs of defense (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all courts or arbitration or other dispute resolution costs) of any nature whatsoever, resulting from, arising out of or in consequence of, any action or cause of action in connection with the execution, performance and furnishing of Party's commitments, obligations and services under this Agreement including, but not limited to: monies owed by Party to third parties (including without limitation subcontractors) and/or damage to property or any injuries or death sustained by any person or persons, including any third parties, employees, agents, invitees and the like, caused by the negligent acts or omissions or intentional acts of any Party. Party further waives any rights of subrogation against District, District's officers, directors, partners, employees, insurers, agents or representatives.

2.12 APPROPRIATIONS CLAUSE

The District's obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

2.13 GENERAL QUALITY

All of the Bidder's work shall be performed with the highest degree of skill in accordance with applicable laws and generally accepted practices and standards of similar professionals in the industry, and completed in accordance with the Agreement Documents.

2.14 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the District may determine whether the Bidder has complied with the requirements of the Agreement documents, the Bidder shall, at any time when requested by the District, submit to the District properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

2.15 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the District and working properly, or unless the District provides otherwise, the Bidder shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the District. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by District and working properly, the risk of all loss or damage shall be borne by District, excluding loss or damage caused by acts, omissions, or negligence of the Bidder.

2.16 SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

2.17 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto, including any price increase for the project, shall be valid or binding unless in writing communicated in the stipulated manner, and signed by the District and the Bidder.

2.18 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

2.19 HEADINGS

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

2.20 KANSAS OPEN RECORDS ACT

Bidder recognizes that the Kansas City Kansas Public Schools USD #500 is a public governmental body subject to the provisions of the Kansas Open Records Act, K.S.A. 45-215 through 45-223. As such, the District is required to allow citizens to inspect and copy documents deemed to be "public records" under the law. Nothing herein shall prohibit the District from satisfying a request to inspect and copy documents.

2.21 ADDITIONAL ACTS (FURTHER ASSURANCES)

Except as otherwise provided herein, in addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties, the parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts, deeds and assurances as any party hereto may reasonably require to consummate the transaction contemplated hereunder.

2.22 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

2.23 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the District by Bidder or which Bidder has caused to be provided to the District are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

2.24 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

2.25 LOCATION OF DELIVERY

Kansas City, Kansas

ATTACHMENT A – BID FORM

The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or designation of equal or better quality.

HIGH SCHOOL/MIDDLE SCHOOL UNIFORMS & WARM-UPS

SCOPE OF WORK - SINGLETS

Provide all articles and materials necessary to complete the outfitting of middle school wrestlers in uniforms as called for in the attached description and specifications.

Pricing should include delivery charges to each of the schools included in this bid.

Any technical questions relating to this bid should be directed to Wayne Correll, Director of Purchasing wayne.correll@kckps.org.

When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Burden of proof of equivalency shall reside with the vendor. The district shall remain the sole and final judge of equivalency.

Listed below are specifications that are **minimum specifications** (the equipment bid must meet or exceed the following-no exceptions). These specifications establish a level of quality and suitability for the uniforms that would be acceptable to the District. Be sure to indicate below with a check or mark yes or no beside each item to determine compliance with the written specifications.

All bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or example sites may be required prior to award of bid. Pricing is called for on the attached. If a substitute is being made for the name brand called for on the bid sheets, indicate the manufacturer and model of the uniform that your firm is bidding on the same line item.

All uniforms shall meet NFHS specifications. Please refer to these standards as shown at www.nfhs.org, particularly as they relate to sublimation.

The following specifications are to serve as the minimum requirements for this solicitation, and should not be construed to exclude any other brand or designation of equal or better quality.

High Schools

ITEM 1: Wrestling Singlet Custom – High School

Item	Yes	No
Singlet Offered in a Minimum of 2 Styles (Traditional Singlet and Compression Set)		
4-Way Stretch Moisture Management Material or Equal		
81 Polyester, 19% Spandex – Heavy (Approximately)		
Must have rubber gripper leg opening		
Color chart for uniforms, inserts and accents is attached.		
Optional polyester weights indicated on attachments.		
Colors must be available in all KCKPS school standard colors.		
100% Sublimated		
100% Customizable		
All designs, logos and names are dyed directly into the fabric.		
Smooth Flat lock seamed throughout.		
Standard inseam length is 6" minimum.		
Durable contrasting fold over binding on arm and neck opening.		
Sizes must be available XXS to 3XL		
Replacement availability through 2023		

Item 1: Wrestling Singlet – High School [Home + Away x Unit Cost = Extended Cost]

Description	Estimated Quantity Home	Estimated Quantity Away	Unit Cost	Extended Cost
Primary: Traditional Singlets for All 5 High Schools - (Each School 25 Home/25 Away)	125	125	\$	\$
Option: Compression Sets			\$	\$

It is probable that the district will order a combination of Traditional Singlets and Compression Sets for each high school, depending upon coach request. Each school will be limited to 25 home and 25 away, for a maximum of 50 uniforms at each location.

Manufacturer Name: _____

Price for Sublimation Printing: _____

At What Size Is Extra Cost Incurred? _____

What is the Extra Cost? _____

Earliest Date of Delivery After Receipt of Order: _____

Period of Price Guaranty: _____

ITEM 2: Wrestling Warm-Up Jacket and Pants Unisex

- Specifications based on the Matman Custom Series #700 [Styles 3 & 8]; and #710 [Styles 9, 16, 18, 22], with pants.
- Most important is quality comparability with different options in the same price structure.

Item	Yes	No
Supplex Fabric or Equal		
Jacket – Fully Lined		
Jacket – Full Front Zipper		
Jacket – Rib Knit Waistband and Cuffs		
Jacket – Pullovers to Have Half Zipper		
Jacket – Side Pockets		
Pant – Fully Lined		
Pant – 12” Zipper (Standard)		
Pant – Drawstring Plus Elastic Waistband		
Pant – Flex Crotch		
Jacket/Pant – Machine Washable		
Color Chart for Uniforms, Inserts and Accents is Attached		
Optional – Polyester Weights Indicated on Attachments		
Colors Must Be Available in All KCKPS Standard Colors		
Fabric Must Hold Silk Screen Numerals and Lettering		
Sizes must be available XXS to 3XL		
Replacement availability through 2023		

Item 2: Wrestling Warm-Up Jacket/Pants

Description	Estimated Quantity	Unit Cost	Extended Cost
Warm-Ups (Jacket & Pants for All 5 High Schools - (Each School – 25 Sets)	125	\$	\$

Manufacturer Name: _____

Price for Sublimation Printing: _____

At What Size Is Extra Cost Incurred? _____

What is the Extra Cost? _____

Earliest Date of Delivery After Receipt of Order: _____

Period of Price Guaranty: _____

ITEM 3: Wrestling Ear Guards

Specifications based on the Matman #33 TriForce 3-Strap Earguard

Most important is quality comparability with different options in the same price structure.

Item	Yes	No
Less Than 5oz. in Weight		
Quick Strapping System – 3 Strap Design		
Low Profile Design		
Recessive Vent Design		
Replacement availability through 2023		

Item 3: Wrestling Ear Guards

Description	Estimated Quantity	Unit Cost	Extended Cost
Ear Guards for All 5 High Schools (Each School 25)	125	\$	\$

Manufacturer Name: _____

Earliest Date of Delivery After Receipt of Order: _____

Period of Price Guaranty: _____

Middle Schools

ITEM 1: Wrestling Singlet Custom – Middle School

Item	Yes	No
Moisture Management Material or Equal		
86 Polyester, 14% Spandex – Heavy (Approximately)		
Must have rubber gripper leg opening		
Color chart for uniforms, inserts and accents is attached.		
Optional polyester weights indicated on attachments.		
Colors must be available in all KCKPS school standard colors.		
100% Sublimated Uniforms		
100% Customizable		
All designs, logos and names are dyed directly into the fabric.		
Smooth Flat lock seamed throughout.		
Standard inseam length is 6" minimum.		
Durable contrasting fold over binding on arm and neck opening.		
Sizes must be available XS to 2XL		
Replacement availability through 2023		

Item 1: Wrestling Singlet – Middle School [Home + Away x Unit Cost = Extended Cost]

Description	Estimated Quantity Home	Estimated Quantity Away	Unit Cost	Extended Cost
Primary: Traditional Singlets for All 7 Middle Schools - (Each School 20 Home/20 Away)	140	140	\$	\$
Option: Compression Sets			\$	\$

It is possible that the district will order a combination of Traditional Singlets and Compression Sets for each middle school, depending upon coach request. Each school will be limited to 20 home and 20 away, for a maximum of 40 uniforms at each location.

Manufacturer Name: _____

Price for Sublimation Printing: _____

At What Size Is Extra Cost Incurred? _____

What is the Extra Cost? _____

Earliest Date of Delivery After Receipt of Order: _____

Period of Price Guaranty: _____

ITEM 2: Wrestling Warm-Up (Hooded Sweatshirt) and Pants - M

- Most important is quality comparability with different options in the same price structure.

Item	Yes	No
Fleece Material Fabric or Equal		
Jacket – Hoodie		
Jacket – Color Grey		
Jacket – Fabric Must Hold Silk Screen Numerals and Lettering		
Pants – No Pockets		
Jacket/Pants – Machine Washable		
Sizes must be available S to XXL		
Replacement availability through 2023		

Item 2: Wrestling Warm-Up (Hooded Sweatshirt) and Pants

Description	Estimated Quantity	Unit Cost	Extended Cost
Warm-Ups (Jacket & Pants for All 7 Middle Schools - (Each School – 20 Sets)	140	\$	\$

Manufacturer Name: _____

Price for Sublimation Printing: _____

At What Size Is Extra Cost Incurred? _____

What is the Extra Cost? _____

Earliest Date of Delivery After Receipt of Order: _____

Period of Price Guaranty: _____

ITEM 3: Wrestling Ear Guards

Specifications based on the Matman #33 TriForce 3-Strap Earguard

- Most important is quality comparability with different options in the same price structure.

Item	Yes	No
Less Than 5oz. in Weight		
Quick Strapping System – 3 Strap Design		
Low Profile Design		
Recessive Vent Design		
Replacement availability through 2023		

Item 3: Wrestling Ear Guards

Description	Estimated Quantity	Unit Cost	Extended Cost
Ear Guards for All 7 Middle Schools (Each School 20)	140	\$	\$

Manufacturer Name: _____

Earliest Date of Delivery After Receipt of Order: _____

Period of Price Guaranty: _____

Samples may be required and shall be supplied at no charge to the school district.

Designations		Certified Designation
MBE/WBE/Other Certification Is your firm certified MBE/WBE or Other? (Circle One)>>	Yes / No	

WE HEREBY AGREE TO FURNISH THE ITEMS ON WHICH PRICES ARE QUOTED ABOVE IN ACCORDANCE WITH ALL TERMS AND CONDITIONS PREVIOUSLY LISTED AND ANY ATTACHED SPECIFICATIONS.

BY: _____ DATE: _____
TITLE: _____ FIRM: _____
PHONE: _____ EMAIL: _____

NO BID RESPONSE FORM

If you choose to "No Bid" this Project, Please...

Email this form to: wayne.correll@kckps.org

Fax this Form to: (913) 551-3253

If you choose not to submit a bid, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Bid Number: IFB 18-024
Description: WRESTLING UNIFORMS

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- 1. Are you a certified M/WBE? Yes No
- 2. We are unable to meet the required delivery date.
- 3. We cannot provide a product/service to meet the required specifications.
- 4. We no longer provide the requested product/service.
- 5. We do not represent the required brand name product(s).
- 6. The closing date does not allow adequate time to prepare a response.
- 7. The specifications are too restrictive.
- 8. We have chosen not to do business with the school district.
- 9. Other (*comment below or provide your response on your company letterhead*).

Company Name: _____

Authorized Signature: _____

Print Name: _____

Date: _____

ATTACHMENT A – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or Bidder.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing "basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Bidder is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

- 20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
- 21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
- 22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
- 23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Bidder.
- 24. HOLD HARMLESS: The Bidder agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Bidder further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

- 25. INSURANCE: Upon receipt of award, Bidder shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.

A. The following general insurance requirements apply to any and all work under this contract by all Bidders and subcontractors of any tier.

- (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
- (2) No Bidder or subBidder shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subBidder of any tier and shall require the same to comply with all such requirements.
- (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
- (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
- (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
- (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
- (b) Best's Financial Size Category not less than Class VII

- (7) In the event the Bidder neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Bidder or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The Bidder shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....Statutory

Employer's Liability

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance

The Bidder shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Bidder shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Bidder does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Bidder's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)

The Bidder shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

- 26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.
- 28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)
 - A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Bidder's total bid.
 - B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.
- 29. DISQUALIFICATION:
 - A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:
 - 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
 - 2. Bidder's tendered bid is not received on the District's bid form;
 - 3. Bidder's tendered bid is not signed;
 - 4. Required bid bond is not furnished at time of bid opening;
 - 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.
 - B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:
 - 1. Refusal of the bidder to complete a contract or bid;
 - 2. Bidder's past history of late deliveries or partial/incomplete shipments,
 - 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.
- 30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

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.