EUDORA SCHOOLS
Unified School District No. 491

Request for Proposal

Human Resource Information System

Finance Management System

April 2021

ISSUED BY
Eudora USD 491
1310 Winchester Road
Eudora, KS 66025-0500

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Introduction & Background

Eudora USD 491 is seeking a Finance Management System (FMS) and a Human Resource Management System (HRIS) and is accepting proposals in response to this Request for Proposal (this "RFP," or this "Request for Proposal") in order to find a qualified vendor(s) to provide human resources systems, payroll, employee timekeeping, accounts payable, accounts receivable, and asset and budget management.

The Eudora School District employs approximately 350 employees, consisting of both salaried and hourly employees. Payroll and accounts payable are processed on a monthly basis. Our student campus spans across 7 facilities, 4 of which are student attendance centers. Our student count is approximately 1,700 students. Our annual operating budget is approximately $14,000,000.00.

The District reserves the right to reject any or all bids received if such action is considered to be in the best interest of the District. This request does not obligate the District to pay any cost incurred by Bidders related to the submission of bids in response to this RFP. Any questions regarding this RFP should be directed to Amy Shanks, Director of Human Resources at amyshanks@eudoraschools.org, or Jason Oehlert, Director of Finance, at jasonoehlert@eudoraschools.org no later than **Wednesday, April 23rd, 2021 at 4:30 PM Central Time.**

Communication with any District employee about this RFP, outside of the RFP process, may be grounds for Bidder disqualification. Please return all RFP forms completed as to the form structure.

Eudora School District has sought input and has considered multiple solutions to our current legacy accounting system. The goal was to implement a system that would encompass all district functions. Currently the district is operating on a best of breed system. It was determined that an enterprise resource planning system could satisfy all district technology needs for human resources and operations as well as provide a single platform for all systems. However, after viewing several demonstrations for various systems, it has been determined that one single platform may not be the best solution for district office staff and employees. In consideration of this finding, our request for proposal will be divided into two sections: Human Resource Information System and Financial Management System. Qualified vendors may bid on one or both of these systems.

TERMS and CONDITIONS

1. The District reserves the right to reject any or all bids, to accept any item or items in a bid, and to waive any informality in bids.
2. Each bid must be priced and include the total cost of ownership for all equipment as well as any additional training and maintenance for the first 24 months.
3. Discounts(i.e.,cash,multi-year,and delivery)shall be considered in awarding a contract.
4. The right is reserved by the District to increase or decrease, by not more than twenty-five percent (25%), at time of award, the quantity listed for any RFP items.
5. Date of receipt shall be considered the effective date all products and invoices are received.
6. If the supplier refuses or fails to make deliveries of the goods or services within the time specified in the RFP or the purchase order, the District may, by written notice, terminate the right of the supplier to proceed with deliveries on such part or parts thereof as to which there has been delay.
7. Supplier shall pass through to the District, to the extent available, any indemnification rights provided to Supplier by a manufacturer or publisher of Product as a result of any claim in connection with this Contract that such Product infringes, or constitutes a contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third party intellectual property right or a misappropriation of a trade secret or other personal rights of a third party. Supplier will indemnify and defend the District, its officers, directors, employees, agents and Affiliates from and against any third party Claims that the Services, as defined under this Contract, infringes any U.S. patent, copyright, trademark, or trade secret. Supplier will pay all damages, costs, and expenses finally awarded to third parties against the District in such action or agreed to in settlement. If the District's use of the Services performed under this Contract is, or is likely to be, enjoined due to a third party Claim of infringement or misappropriation, Supplier will, at its expense, (i) procure for the District the right to continue using the Service, or (ii) replace or modify the Service to make it non-infringing. If neither of the foregoing alternatives is commercially reasonable, Supplier shall refund any fees paid for the infringing Service. Notwithstanding the foregoing, Supplier will not be liable for any infringement claim if (i) the Service was created in accordance with the District's sole design or specifications, (ii) the District continues using the Service after receiving notice from Supplier to discontinue use, (iii) the District altered the Service, or (iv) the District used the Service in combination with any other product, program or data not authorized by Supplier or its agent, and such infringement claim would not have occurred absent such combination.
8. All items furnished must be of their respective kinds and shall be free from defects in material and workmanship. Items shall be subject to District inspection and approval at any time within thirty days after delivery. If a substitution is made, it shall be the decision of

a District representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.

9. The District is not responsible for any costs associated with the preparation or submission of a response to this RFP. All bids submitted become the property of the District. It is understood and agreed that the Bidder claims no proprietary rights to the ideas and written materials contained in or attached to the bid submitted. All items must be properly packed or crated to ensure delivery in good condition and in accordance with instructions listed in this RFP or purchase order, if any.
10. Rejected items shall be held at the Bidder's risk and expense.
11. Payment of the Bidder's invoices is subject to adjustment for any shortage, or for rejection of an item or items.
12. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
13. Payment Terms
    a. Product should be invoiced on the date of shipment or completion of implementation.
    b. Services should be invoiced on the date performance is completed or as otherwise specified in any mutually agreed upon statement of work.
    c. The District will pay all undisputed invoices in full within 60 days of the invoice date. All payments will reference the invoice number.
14. Subcontractors
    a. The Bidder shall be the sole source of contact for any subcontracting.
    b. The Bidder is totally responsible for all actions and work performed by its subcontractors.
    c. All terms, conditions, and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
15. New Materials, Supplies or Equipment
    a. All materials, supplies or equipment offered by a Bidder shall be new, unused in any regard and of most current design.
    b. All materials, supplies, and equipment shall be first class in all respects. Seconds or flawed items shall not be acceptable.
    c. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
16. Care of District Property
    a. The Bidder shall be responsible for the proper care and custody of any District-owned personal tangible property and real property furnished for the Bidder's use in connection with the performance of this contract.
    b. Bidder shall reimburse the District for such property's loss or damage caused by Bidder, normal wear and tear excepted.
17. Confidentiality
    a. The Bidder may have access to private or confidential data maintained by the District to the extent necessary to carry out its responsibilities under this contract. Bidder must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Bidder shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure

compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Bidder must agree to return any or all data furnished by the District promptly at the request of the District in whatever forms it is maintained by Bidder. On the termination or expiration of this contract, Bidder shall not use any of such data or any material derived from the data for any purpose and, where so instructed by the District, shall destroy or render it unreadable.

18. Ownership
    a. All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Bidder under this contract shall be owned by the District
    b. The Bidder may not release any materials without the written approval from the District.
19. Good Faith Statement
    a. All information provided by the District in this RFP is offered in good faith. Individual items are subject to change at any time. The District makes no certification that any item is without error. The District is not responsible or liable for any use of the information or for any claims asserted thereform.
20. Communication
    a. Verbal communication pertaining to this RFP shall not be effective unless formally confirmed in writing by the specified procurement official in charge of managing this RFP process. In no case shall oral communication govern over written communication.
    b. Bidders' Inquiries
        i. Questions concerning this RFP should be received prior to the date specified in the Timeline section.
        ii. Bidders shall bring to the District's attention any discrepancies, errors, or omissions that may exist within this RFP.
    c. Addenda
        i. The District shall make a good-faith effort to provide a written response to each question or request for clarification that requires addenda within a reasonable number of business days.
            1. All addenda shall be provided in the same manner as the RFP was issued to Bidders.

        The District may not respond to any questions/requests for clarification that require addenda, if received by the District, after specified time in the Timeline section.
21. Bidder's Understanding of the RFP
    a. In responding to this RFP, the Bidder accepts the responsibility to fully understand the RFP in its entirety, and in detail, including making any inquiries to the District as necessary to gain such understanding. The District reserves the right to disqualify any Bidder who demonstrates less than such understanding. Further, the District reserves the right to determine, at its sole discretion, whether the Bidder has

demonstrated such understanding. That right extends to cancellation of award prior to contract signing, if an award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the District.

22. Limitation of Liability

a. For any claim or cause of action arising under or related to the this Contract:(a)to the extent not prohibited by the Constitution and the laws of the State of Kansas, none of the parties shall be liable to the other for punitive, special, incidental, or consequential damages, including, without limitation, loss of income, profits, or savings, even if it is advised of the possibility of such damages; and (b) except for payment amounts due to Supplier, the total amount of direct damages recoverable from a party shall be limited to the total amount paid or to be paid by the District for the Product purchased under the this Contract giving rise to the claim or the total amount paid or to be paid by the District for Services performed under the relevant statement of work during the twelve-month period immediately preceding the event giving rise to such liability, whichever the case may be. If the Constitution and the laws of the State of Kansas prohibits the exclusion of any punitive, special, incidental, or consequential damages as set forth in this paragraph, then Supplier's aggregate liability to the District for any and all punitive, special, incidental, or consequential damages, including, without limitation, loss of income, profits, or savings, even if it is advised of the possibility of such damages, shall be limited to the amounts described in item (b) of this Section.

Eligible vendors will be expected to meet the criteria listed below for each individual system and be willing to demonstrate to stakeholders. If a vendor meets criteria for both systems, they will be expected to demonstrate on both the HRIS and FMS individually. The Eudora School District will interview all acceptable proposals for each system according to the schedule indicated in this request for proposal. Demonstrations are preferred in person.

Our goals with this request for proposal is to:

1. Create a single source for employee systems creating self service access to data for employees and managers.
2. Streamline HR and Finance Processes and reduce administrative burdens through improved efficiencies.
3. Provide real-time metrics to assist in spotting trends and opportunities for savings and facilitate HR and Financial planning and managerial decision making.
4. Replace current legacy systems with cloud-based technology to provide for flexibility and multi-user/multi-location access 24/7.
5. Provide the flexibility to compete more effectively for talent.
6. Provide a secure system to protect the integrity of the school district's employees and proprietary information.
7. Accessibility of information to employees when they need it with mobile technology,
8. A comprehensive view of all school district-related data and functions via dashboards to provide snapshots for efficient decision-making capabilities.

The objective of this Request for Proposal is to locate a source that will provide the best overall value to The Eudora School District. While cost is a significant factor, other criteria will form the basis of our award decision, as more fully described in the Evaluation Factors section of this Request for Proposal below.

Submission Guidelines & Requirements

The following submission guidelines & requirements apply to this Request for Proposal:

1. First and foremost, only qualified individuals or firms with prior experience on projects such as this should submit proposals in response to this Request for Proposal.

2. Bidders intent on submitting a proposal should notify the representative identified on the cover page no later than April 30th, 2021, by 2PM CST.

3. Bidders must list at least three (3) projects that are substantially similar to this project as part of their response, including references for each. Examples of work should be provided as well.

4. Bidders may present a proposal for an HRIS according to parameters listed in Section 1 or for an FMS in accordance with the parameters of Section 2 or both if parameters are met for each (will present demonstration at separate times for each system).

5. A technical proposal must be provided that is not more than twenty (20) pages and should meet the formatting indicated below. This technical proposal must provide an overview of the proposed solution for Eudora USD 491 as well as the resumes of all key personnel performing the work. In addition, the technical proposal should provide a proposed schedule and milestones, as applicable.

6. A price proposal must be provided that is not more than two (2) pages. This price proposal should indicate the following:

    - Implementation costs
    - Core annual charge and terms
    - Professional development costs
    - Hosting fees or charges
    - Additional services itemized (see services below)

If software as a service, proposal should indicate pricing scheme (per student, per employee or per payroll item) and estimated annual costs for desired services.

7. Proposals must be signed by a representative that is authorized to commit to the bidder's company.

8. If you have a standard set of terms and conditions, please submit them with your proposal. All terms and conditions will be subject to negotiation.

9. Proposals must be received prior to May 10th, 2021, by 2:00 P. M. CST to be considered.

10. Proposals must be submitted electronically by email as a pdf to amyshanks@eudoraschools.org and must include the documents indicated starting with page 18 to be considered.

Subject line **MUST** be: <Company Name> HR/FMS Bid Packet Response

11. Proposals must remain valid for a period of 60 days.

12. The Eudora School District anticipates selecting at **least** two individuals or firms to have more in-depth discussions and to provide demonstrations to additional stakeholders. Vendors will be provided with an hour and a half to present their product to the search committee. Presentations should be limited to products and services indicated in this request for proposal.

Project Description Section 1-HRIS

The purpose of this project is as follows:

1. Replace Legacy System
2. Streamline Human Resource Functions

The description of the project is as follows:

1. Implementation of Human Resource Information System (HRIS) , AND
2. Hosting services, if necessary for licensed purchases.
3. Ongoing support and technical assistance for all products and services.

HRIS: The criteria set forth below should be met to achieve successful completion of the project:

1. Replacement of current systems with cloud-based software as a service, or licensed software.
2. Installation of software systems tailored to meet the needs of our school district.
3. 24/7 365 support service
4. Assistance and guidance with best practices necessary for successful "washing" of legacy systems and preparation for implementation.
5. Presentation of software to the Eudora Board of Education and various stakeholders, if necessary.
6. Ability to complete the project by the deadline indicated below.

HRIS Function Criteria

1. Ability to provide analytics and reports for management.
2. Position management
3. Skill banks and skill tracking
4. Assistive technologies
5. Applicant Tracking System (ATS)
    a. Candidate sourcing
    b. Social recruiting capabilities
    c. Electronic orientation and onboarding
6. Employee survey administration

7. Employee mobile and web access to personalized data with ability to initiate changes to information
8. Total compensation statements
9. Performance management system
10. Learning management system/mobile learning
11. Career path development
12. Time and attendance
13. Leave account requests and management
14. Payroll and liability management
15. Benefits enrollment and administration and COBRA administration
16. Legal and regulatory compliance
17. Push technology for employee notifications/communications
18. Customizable access based on user roles
19. Dashboard capabilities

Project Description Section 2-FMS

The purpose of this project is as follows:

1. Replace Legacy System
2. Streamline Financial Management Functions

The description of the project is as follows:

1. Implementation of Financial Management System (FMS) , AND
2. Hosting services, if necessary for licensed purchases.

Project Scope

The scope of the project entails the implementation of an FMS ERP for the Eudora School District as well as providing ongoing support throughout the lifetime of the project or license. You may provide this according to the terms of this request for proposal format.

The successful bidder will be responsible for the full implementation of the FMS, as well as ongoing staff training and support, and professional development.

FMS: The criteria set forth below should be met to achieve successful completion of the project:

1. Replacement of current legacy system with cloud-based software as a service, or licensed software.
2. Installation of software systems tailored to meet the needs of our school district.
3. 24/7 365 support service
4. Assistance and guidance with best practices necessary for successful "washing" of legacy systems and preparation for implementation.
5. Technology Specifications:
6. Presentation of software to the Eudora Board of Education and various stakeholders, if necessary.
7. Ability to complete the project by the deadline indicated below.

FMS Function Criteria

1. Budget creation and management
2. Accounts receivable
3. Accounts payable
4. Paperless requisitioning, and purchasing, and receipting capabilities
5. Activity account management
6. Ability to provide analytics and reports for management.
7. Ability to provide real time budget balances to users
8. Customizable user access based on roles
9. Dashboard capabilities
10. Inventory and asset management
11. Risk management
12. P-Card capability
13. Payroll integration function w/in AP, in coordination with time clock(s)

RFP & Project Timelines

The Request for Proposal timeline is as follows: (Schedule is subject to change)

Request for Proposal Issuance	04/19/2021
Deadline to return bid proposal	05/10/2020, 2:00 P.M. CST
Selection of Top Bidders / Invite Demonstrations Notification to Unsuccessful Bidders	05/14/2021 - 05/07/2021
Interview/Demonstration of HRIS Proposals	05/17/2021 - 05/18/2021
Interview/Demonstration of FMS Proposals	05/19/2021 - 05/20/2021
Internal Selection of Vendor(s)	05/21/2021
Present Selected Vendor(s) to Eudora Board of Education	06/10/2021
Contract Award / Notification to Unsuccessful Bidders	07/01/2021

The need-date for project completion is June of 2022 or January of 2023. Bidders may propose a date earlier or later and will be evaluated accordingly.

Evaluation Factors

The Eudora School District will rate proposals based on the following factors, with the cost being the most important factor:

1. Responsiveness to the requirements set forth in this Request for Proposal
2. Relevant past performance/experience
3. Samples of work and demonstrating objectives
4. Cost, including an assessment of the total cost of ownership.
5. Technical expertise/experience of bidder and bidder's staff.
6. Detailed description of system's security protections as well as disaster recovery plan in the event of a security breach of any kind.
7. Input from references selected by the vendor and any other relevant information obtained by the district.
8. Timeline submitted by the vendor for successful, full implementation of the product and the satisfactory professional development for staff.

The Eudora School District reserves the right to award to the bidder that presents the best value to The Eudora School District as determined solely by The Eudora School District in its absolute discretion.

PRICING

Payment for equipment and services will be made after acceptance. All multi-year renewals shall be subject to annual appropriation by the Board of Education, pursuant to the Kansas Cash Basis Law.

The Bidder must provide complete pricing for the items listed below. The District has the option to accept or decline items marked as optional.

System Pricing - HRIS

Please also include any supporting documentation including brochures, websites, electronic product demos and any items specifically listed below that are currently in beta testing.

Description	Price	In development?
Data analytics and reports for management		
Skill banks and skill tracking		
Applicant Tracking System (ATS)		
Assistive technologies		
Employee survey administration		
Employee mobile and web access with ability to initiate changes and view personal information		
Total compensation statements		
Performance management system		
Career path development		
Time and attendance		
Leave account requests and management		
Payroll and liability management		
Benefits enrollment and administration and COBRA administration		
Push technology for employee notifications/communications		
Customizable access based on user roles		
Dashboard capabilities		

Implementation of system		
Ongoing support and technical assistance and training		
Professional development for staff as needed		
Hosting Fees, if applicable		
Total annual costs:		
Total Cost		

System Pricing - Finance

Description	Price	In development?
Budget creation and management		
Accounts receivable		
Accounts payable		
Paperless Requisitioning, and purchasing, and receipting capabilities		
Activity account management		
Ability to provide analytics and reports for management		
Ability to provide real time budget balances to users		
Customizable user access based on roles		
Dashboard capabilities		
Inventory and Asset management		
Risk management		
P-Card Capability		
Payroll function w/in AP, in coordination with time clock(s)		
Implementation of system		
Ongoing support and technical assistance and training		
Professional development for staff as needed		
Hosting Fees, if applicable		
Total annual costs:		
Total Cost		

SIGNATURES

In compliance with this Request for Pricing, any addenda thereto, and subject to all terms, conditions, and provisions thereof, the undersigned offers and agrees, if the Bid is accepted, to furnish any or all of the items listed herein at the price and terms stated.

Authorized Person Signature	
Signature	Date

Authorized Person Contact Information (please print clearly)	
Name:	
Title:	
Phone Number:	
E-mail Address:	

REFERENCES-(Preferably Kansas reference)

REFERENCE 1	
Organization Name	
Mailing Address Line 1	
Mailing Address Line 2	
City	
State	
Zip Code	
Contact Person Name	
Contact Person Title	
Contact Person Phone Number	
Contact Person Email Address	

REFERENCE 2	
Organization Name	
Mailing Address Line 1	
Mailing Address Line 2	
City	
State	
Zip Code	
Contact Person Name	
Contact Person Title	
Contact Person Phone Number	
Contact Person Email Address	

REFERENCES CONTINUED

REFERENCE 3	
Organization Name	
Mailing Address Line 1	
Mailing Address Line 2	
City	
State	
Zip Code	
Contact Person Name	
Contact Person Title	
Contact Person Phone Number	
Contact Person Email Address	

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

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

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

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

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

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.