

CONTRACT AWARD

Consortium Based

Date of Award: September 9, 2009

Contract Number: 87140
Established in cooperation with University of Missouri Contract No. Q061908

PR Number: 02787

Replaces Contract: New

Buyer: Eileen Lechner Phillips
Telephone: 785-864-5976
E-Mail Address: eileenlp@ku.edu
Web Address: <http://www.purchasing.ku.edu/>

Item: Audio Visual Products – Projectors, Screens & Smartboards

Department: Various
Location(s): Lawrence, Kansas

Period of Contract: September 1, 2008 to August 31, 2011

Contractor: Kansas City Audio-Visual a.k.a. KCAV
7535 Troost Ave., PO Box 24570
Kansas City, MO 64131-0570
Phone: 800-798-5228 Local: 816-333-5300 Fax: 816-333-2152
Contact: Pat Upton pupton@kcav.com
PeopleSoft ID: 4502 Account Code: 14040

Prices: See Attached

Scope: This contract shall cover the procurement of multimedia equipment for the University of Kansas during the contract period referenced above.

Political Subdivisions: Pricing **is not** available to the political subdivisions of the State of Kansas.

The above referenced contract award was recently posted to the KU website:

<http://www.purchasing.ku.edu/>

The University of Kansas and Kansas City Audio Visual (Contractor) agree that the University of Kansas may obtain audio/visual products pursuant to Contractor's contract with the University of Missouri System #Q061908-KCAV and the terms and conditions contained in this document.

Federal, State and Local Taxes-Governmental Entity: The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotations.

Quarterly Reports: The Contractor shall be required to file a quarterly report for purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter. Above referenced reports are to be filed with the KU Purchasing Services and/or their designee located at 1246 W. Campus Rd., Rm.7; Lawrence, KS 66045-7505.

Electronic files shall be e-mailed to the following e-mail address: purchasing@ku.edu, in Microsoft® Excel or Microsoft® Access Database format. Please reference contract number in email subject line.

The required reporting format may be found on the Division of Purchases website at <http://da.ks.gov/purch>, under "Purchasing Forms".

Report Types – Reports shall be available reflecting the following information. Agencies and the KU Purchasing Services reserve the right to request additional information.

- **Sales Summary** -- Report shall include a list of departments who have used the contract, a subtotal of sales to each department, as well as a grand total of all sales.
- **Items Sold** -- Report shall include a list of items sold to departments, indicating the contract price and using agency, a subtotal of sales to each department, as well as a grand total of all sales.
- **Items Sold, by University Department, State Agency and/or Consortium Participants** – Same as above, except sorted accordingly.

Quarterly Report Contact Information: Contact information must be provided for use should the University of Kansas need to contact the appropriate officials within your company to discuss the issue of quarterly reports. Please complete the required information on the "Response Check List", attached.

Termination for Cause: The Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- the Contractor provides substandard quality and/or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchasing shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the University may authorize in writing), the Director of Purchasing shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchasing shall determine that the termination is in the best interest of the University of Kansas. In the event that the Director of Purchasing elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

KU Purchasing Services
1246 W. Campus Rd., Rm. 7
Lawrence, KS 66045-7505

Modification: This contract award document shall be modified only by the written agreement of the parties with the approval of the KU Director of Purchasing & Strategic Sourcing.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.

Manufacturer Sku #	Product Description	University Unit Price
Group 1 - Epson LCD Projectors		
V11H252020	PowerLite S5 Multimedia LCD Projector	\$444.00
V11H254220	PowerLite 77c	\$564.00
V11H255020	PowerLite 83c	\$637.00
V11H232020	PowerLite 1700C LCD Projector	\$785.00
V11H231020	PowerLite 1705C LCD Projector	\$859.00
V11H228020	PowerLite 1715c LCD Projector	\$1,223.00
V11H233020	1810P Multimedia LCD Projector	\$1,259.00
V11H230020	PowerLite 1710C LCD Projector	\$1,144.00
V11H256020	1815c LCD Projector	\$1,557.00
V11H279020	PowerLite 6110i LCD Projector	\$1,649.00
V13H010L45	Replacement Lamp for PowerLite 6110i Projector	\$388.00
V11H259220	MovieMate 50 LCD Projector	\$669.00
V11H257220	MovieMate 72 LCD Projector	\$910.00
V11H289020	PowerLite Home Cinema 720 LCD Multimedia Projector	\$1,079.00
V13H010L36	Replacement lamp module	\$199.00
Accessories for the PowerLite S5		
V12H007T09	Presenters replacement remote	\$46.00
V13H134A08	Air filter set (2 sheets)	\$15.00
ELPKS62	Wheeled soft case	\$119.00
ELPKS43	Soft shoulder bag	\$74.00
ELPKS54	Hard Travel case w/wheels & retractable handle	\$185.00
ELPMBUNI	Ceiling mount	\$89.00
Accessories for the PowerLite 83c+		
V13H010L42	Replacement lamp module	\$238.00
1456641	Replacement remote	\$34.00
ELPKS62	Wheeled soft case	\$119.00
ELPLKS43	Soft shoulder bag	\$75.00
ELPMBUNI	Ceiling mount	\$89.00
Accessories for the PowerLite 1810c, 1815c		
V13H010L40	Lamp for 1810, 1815	\$389.00
1452589	Remote control	\$40.00
ELPKS62	Wheeled soft case	\$119.00
ELPKS61	Soft shoulder case	\$75.00
ELPMBUNI	Ceiling mount	\$89.00
ELPMBAL	Suspension adapter.	\$92.00

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Accessories for the PowerLite 1700, 1705, 1710, 1715		
V13H010L38	Replacement lamp module	\$270.00
ELPKS62	Wheeled soft case	\$119.00
ELPLKS61	Soft shoulder bag	\$75.00
ELPMBUNI	Universal ceiling mount	\$89.00
ELPMBAPL	Suspension adapter for ceiling mount	\$92.00
V11H304020	PowerLite822+	\$772.00
Accessories for PowerLite822+		
V13H010L42	Replacement Lamp	\$238.00
V13H134A13	Replacement Air Filter	\$15.00
ELPKS362	Wheeled soft case	\$119.00
1436644	Carrying case	\$49.00
ELPMBUNI	Ceiling mount	\$89.00
V12H004S02	Standard zoom lens	\$909.00
V12H004L04	Long throw zoom lens	\$1,234.00
V12H004W02	Wide throw lens	\$1,234.00
V12H004R02	Rear projection wide lens	\$1,234.00
V12H162020	ELPDC05 High Resolution Document Imager	\$1,824.00
Group 2-Canon Projectors		
Canon Item Code: 1231B002	Realis SX6	\$3,825.00
Canon Item Code: 1292B002	Realis SX60	\$2,315.00
Canon Item Code: 2224B002	Realis X700	\$2,149.00
Canon Item Code: 2223B002	Realis SX7	\$4,619.00
Group 4 – Smart Technologies		
Smart Technologies Smart Board 640	Smart Technologies Smart Board 640	\$605.00
Smart Technologies Smart Board 660	Smart Technologies Smart Board 660	\$957.00
Smart Technologies Smart Board 660 WS100	Smart Technologies Smart Board 660 WS100	\$1,261.00
Smart Technologies Smart Board 680	Smart Technologies Smart Board 680	\$1,189.00
Smart Technologies Smart Board 680i Gen2	Smart Technologies Smart Board 680i Gen2	\$2,888.00
Smart Technologies UF45 unified projector retrofit	Smart Technologies UF45 unified projector retrofit	\$1,799.00
Smart Technologies Smart Board 660i	Smart Technologies Smart Board 660i	\$3,354.00
Smart Technologies Smart Board 680i	Smart Technologies Smart Board 680i	\$3,499.00
Smart Technologies UF35 Unified projector retrofit kit	Smart Technologies UF35 Unified projector retrofit kit	\$2,499.00
Smart Technologies Smart Board 680 WS100	Smart Technologies Smart Board 680 WS100	\$1,499.00
Smart Technologies Smart Board SB690	Smart Technologies Smart Board SB690	\$1,624.00
Smart Technologies FS640	Smart Technologies FS640	\$314.00

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Smart Technologies FS670	Smart Technologies FS670	\$378.00
RPSB2000i DVX Rear Projection SMARTBoard	RPSB2000i DVX Rear Projection SMARTBoard	\$7,899.00
RPSB3000i-DV, 67" Rear Projection SMARTBoard	RPSB3000i-DV, 67" Rear Projection SMARTBoard	\$9,445.00
67" Rear Projection SMARTBoard	67" Rear Projection SMARTBoard	\$17,899.00
Smart Technologies WRPSB1710	Smart Technologies WRPSB1710	\$4,589.00
Smart Technologies WRPSB1810-DV	Smart Technologies WRPSB1810-DV	\$5,088.00
Smart Technologies WRPSB2876-DV	Smart Technologies WRPSB2876-DV	\$8,854.00
Smart Technologies WRPSB1910-DV	Smart Technologies WRPSB1910-DV	\$6,149.00
Smart Technologies WRPSB2976-DV	Smart Technologies WRPSB2976-DV	\$9,999.00
SynchronEyes Computer Lab Network Communication Software	SynchronEyes Computer Lab Network Communication Software	\$620.00
SE-300L Lab License for one teacher and unlimited students.	SE-300L Lab License for one teacher and unlimited students.	\$620.00
SE-300-S School/building license - unlimited license for a single school building.	SE-300-S School/building license - unlimited license for a single school building.	\$2,389.00
Smart Technologies SMART Interactive overlay PN340	Smart Technologies SMART Interactive overlay PN340	\$1,946.00
Film cover for plasma displays for 40", 42" and 43" units.	Film cover for plasma displays for 40", 42" and 43" units.	\$1,946.00
Smart Technologies SMART Interactive overlay PX350 film cover for plasma displays for 50" units.	Smart Technologies SMART Interactive overlay PX350 film cover for plasma displays for 50" units.	\$2,359.00
Smart Technologies SMART Interactive overlay PX261 film cover for plasma displays for 60" & 61" units. P361	Smart Technologies SMART Interactive overlay PX261 film cover for plasma displays for 60" & 61" units. P361	\$2,889.00
Brigit data-conferencing software 10 concurrent users BDC-10.	Brigit data-conferencing software 10 concurrent users BDC-10.	\$519.00
25 concurrent users BDC-25.	25 concurrent users BDC-25.	\$1,259.00
5 concurrent users BDC-05	5 concurrent users BDC-05	\$275.00
50 concurrent users BDC-50.	50 concurrent users BDC-50.	\$2,499.00
Server software includes 5 concurrent users BDC-55.	Server software includes 5 concurrent users BDC-55.	\$1,620.00
Smart Ideas Concept Mapping Software SI300L.	Smart Ideas Concept Mapping Software SI300L.	\$69.00
Smart Ideas Concept Mapping Software. Unlimited installs K-12 schools.	Smart Ideas Concept Mapping Software. Unlimited installs K-12 schools.	\$1,799.00
Wireless Tablet WS-100	Wireless Tablet WS-100	\$349.00
SSDT770, 17" Sympodium with Interactive Pen Display	SSDT770, 17" Sympodium with Interactive Pen Display	\$2,689.00
SSID350, 15" Sympodium with Interactive Pen Display	SSID350, 15" Sympodium with Interactive Pen Display	\$1,489.00

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SSID370, 17" Symposium with Interactive Pen Display	SSID370, 17" Symposium with Interactive Pen Display	\$1,914.00
SNT-24, 24-pad system	SNT-24, 24-pad system	\$1,279.00
SNT-32, 32-pad system	SNT-32, 32-pad system	\$1,592.00
Senteo remote 5-pack	Senteo remote 5-pack	\$364.00
Group 5 – Sharp Projectors		
	Notevision XR-30S Educator Series	\$593.00
	Notevision XR-30XL	\$688.00
	Notevision XR-40 Educator Series	\$777.00
	Notevision PG-F211X	\$629.00
	Notevision XG-F261X	\$688.00
	PG-F310X	\$873.00
	Notevision XG-F315X	\$939.00
	Notevision PG-F320U	\$1,239.00
	Notevision XGC330X	\$1,558.00
	XG-C335X	\$1,569.00
	Notevision XGC435X	\$1,879.00
	Notevision XG-C465X	\$2,159.00
	XGPH50X	\$2,629.00
	XGPH50X – NL (Same as above but no lens)	\$2,359.00
	XG-PH70X	\$3,599.00
	XG-PH70XNL - Same as above, but no lens.	\$3,375.00
	PN525U 52" LCD Monitor	\$7,617.00
	PN525UP 52" LCD Monitor— Same as above but with protective overlay. 30-day lead time.	\$7,197.00
	PN655U 65" LCD Monitor	\$8,340.00
	PN655UP 65" LCD Monitor	\$9,860.00
	PN-465U	\$2,519.00
	PN-465UP – same as above, with acrylic protective overlay, 30-day lead time.	\$3,435.00
AN-LS1	Ethernet to RS-232C Network Converter	\$ -
AN-PH50SC	Hard-sided Shipping Case w/wheels for XG-PH50X (case fits projector with any installed lens plus two (2) lamp modules)	\$555.00
AN-P200SC	Hard-shell Shipping-Case with wheels for XG-P25X	\$ -
AN-C300WCC	Hard-shell Carry Case with wheels for XG-C60X/C55X/C50X or PG-C45S/X	\$285.00
AN-C500SB	Light duty storage bag for use with XG-MB50/MB55/MB65/MB67 & XR10/XR20	\$44.00
AN-C600SC	Hard-shell, heavy-duty ATA style shipping case for use with XG-C3330X/C430X. Also compatible with XR10/XR20 and XG0-MB50/55/65 projectors.	\$489.00
AN-C600WCC	Wheeled carry case for use with XG-C330X/C430X. Also compatible with XR10/XR20 and XG-MB50/55/65 projectors.	\$289.00

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AN-PHCM20	Ceiling Bracket for XG-PH50X	\$194.00
AN-XRCM30	Ceiling Bracket for XR-10S/X, XR-20S/X, XG-MB50X/MB55X/MB65X/MB67X	\$139.00
AN-XGCM55	Ceiling Bracket for XG-C430X/C330X, XG-C68C58/C60/C55X/C50X, PG-C45	\$199.00
AN-XGCM70	Ceiling Bracket for XG-V10WU or XG-V10XU	\$239.00
AN-PGCM95	Ceiling Bracket for PG-A10X/S or PG-A20X	\$194.00
AN-MBCM10	Ceiling Bracket for XG-MB70X or PG-MB60X	\$194.00
	PG-M20X/S, A10X/S for use without extension pole	\$125.00
	PG-M20X/S, A10X/S and extension pole	\$135.00
AN-JT200	Angle Joint for use with all Sharp ceiling brackets	\$69.00
AN-EP101B	Extension Tube for Sharp ceiling mount brackets w/locking collar	\$89.00
AN-A10LP	Lamp Module – PG-A10X/S/S-SL	\$333.00
AN-A20LP	Lamp Module – PG-A20X	\$333.00
AN-B10LP	Lamp Module – PG-B10S	\$309.00
AN-M20LP	Lamp Module – PGM20X/XU/S/PG-M25X	\$398.00
AN-C55LP	Lamp Module – XG-C68X/C60X/C58X/C55X	\$368.00
AN-C430LP	Lamp Module - XG-C430X/XG-C330X	\$399.00
AN-P25LP	Lamp Module – XG-P25X	\$459.00
AN-XR1LP	Lamp Module – XR-1S and XR-1X	\$329.00
AN-XR10LP NEW	Lamp Module – XR-10S and XR-10X	\$265.00
AN-XR20LP NEW	Lamp Module – XR-20S and XR-20X	\$309.00
AN-MB70LP	Lamp Module – XG-MB70X	\$409.00
AN-MB60LP	Lamp Module – PG-MB60X	\$409.00
AN-PH50LP1*	Lamp Module – XG-PH50X, NL	\$409.00
AN-PH50LP2*	Lamp Module – XG-PH50X, NL	\$409.00
ANA10LP/1	Lamp Module – PG-A10X/S/S-SL (formerly: BQC-PGA 10X//1)	\$333.00
ANA20LP/1	Lamp Module – PG-20X (formerly: BQC-PGA 20X//1)	\$333.00
ANB10LP/1	Lamp Module – PG-B10S (formerly: BQC-PGB10S//1)	\$309.00
ANM20LP/1	Lamp Module – PG-M20X/XU/S/PG-M25X (formerly: BQC-PGM20X//1)	\$409.00
BQC-XGC40XU/1	Lamp Module – XG-C40XU/XU-S	\$459.00
BQC-XGC50X//1	Lamp Module – SG-C50X/PG-C45X/S	\$459.00
ANC55LP/1	Lamp Module – XG-C68X/C60X/C58X/C55X (formerly: BQC-XGC55X//1)	\$368.00
AN-C430LP/1	Lamp Module - XG-Cc430X/XG-C330X	\$409.00
BQC-XGP20X//1	Lamp Module – XG-P20XU	\$459.00
ANP25LP/1	Lamp Module – XG-P25X (formerly BQC-XGP25X//1)	\$459.00

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BQC-XGV10WU/1	Lamp Module – XG-V10W/X	\$459.00
ANXR1LP/1	Lamp Module – XR-1S and XR-1X	\$329.00
AN-XR10LP/1 NEW	Lamp Module – XR-10S and XR-10X	\$369.00
AN-XR20LP/1 NEW	Lamp Module – XR-20S and XR-20X	\$309.00
ANMB70LP/1	Lamp Module – XG-MB70X	\$409.00
ANMB60LP/1	Lamp Module – PG-MB60X	\$409.00
AN-PH50LP1/1*	Lamp Module – XG-PH50X, NL	\$409.00
AN-PH50LP2/1*	Lamp Module – XG-PH50X, NL	\$409.00
AN-MR2	Remote IR Receiver for use with XR10/20, A10/20, B10, M20, C45/50/55/58/60/68, MB60/MB70 (available August)	\$89.00
AN-C12MZ	C430/C330/C68/C60/C58/C55/ C50/C45	\$899.00
AN-C18MZ	C430/C330/C68/C60/C58/C55/C50/C45 (Note: This is the same lens that is included with the XG-C68X/C58X	\$509.00
AN-C27MZ	C430/C330/C68/C60/C58/C55/C50/C45	\$1,349.00
AN-C42MZ	C430/C330/C68/C60/C58/C55/C50/C45	\$1,349.00
AN-PH10EX	XG-PH50X-NL	\$2,389.00
AN-PH20EZ	XG-PH50XL-NL	\$2,275.00
AN-PH30EZ	XG-PH50X-NL	\$639.00
AN=PH40EZ	XG-PH50X-NL	\$2,039.00
AN-PH50EZ	XG-PH50X-NL	\$2,039.00
AN=PH60EZ	XG-PH50X.NL	\$2,039.00
Security Cables		
AN-CMCSS16	Security Cable system (16") for C50U, C45X/S, M20X/S, A10X/S for use without extension pole	\$135.00
AN-CMC SS46	Security cable system (46") for use with C50U, C45X/S, M20X/S, A10X/S and extension pole	\$145.00
Group 6 – NEC Plasma Screens and Projectors		
P42XP10BK	WXGA, 42" plasma screen	\$1,249.00
P50XP10BK	WXGA, 50" plasma screen	\$1,689.00
P60XP10BK	WXGA, 60" plasma screen	\$3,579.00
NEC VT695	2500 ANSI lumens, native XGA/1024x768 resolution, 6.6 lbs., 3.5"Hx12.2"Wx9.7"D, includes soft carry bag and remote control with wireless mouse control.	\$694.00
NEC VT595	Same as above, only 2,000 lumens.	\$635.00
NEC VT491	Same as above, SVGA, 800x600	\$559.00
VT700		\$779.00

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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. 1-01), 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.
- 2. Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the University 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 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:** Neither the University of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the University of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 University of Kansas 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 University of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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 University 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."

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