

Office of Procurement and Contracts
900 SW Jackson St., Room 451 South

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900 SW Jackson St., Room 451 South
Topeka, KS 66612

Adam Proffitt,

Phone: 785-296-2376
Fax: 785-296-7240
<https://admin.ks.gov/offices/procurement-contracts>

1. Terms and Conditions

1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement

1.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. Proof of Insurance

Upon request, the Contractor shall provide a copy of the Contractor's Certificate of Insurance (COI) to the State.

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expiration of this contract, Contractor shall not use any of such data or any material derived from the data

contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.49. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.50. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.51. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.52. New Materials, Supplies or Equipment

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery

1.53. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.54. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

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State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.58. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.59. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.60. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. E5.7 (heo eit)-15.7 (her)-8.4 (par)-8.4 (t)-15.7 (y)15.9 (.)TJ0 7lof

2. Specifications

1. This Invitation for Bid is issued to establish contracts to purchase a variety of Landscaping, Lawn and Agricultural Equipment, attachments, accessories, and parts for Various State Agencies throughout the State of Kansas on a Non-Mandatory basis.
2. Contract period shall be March 1st, 2023, through February 29th, 2024.
3. Open-Ended Contract: This Request is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in each period.
4. Deliveries: The State will be divided into six delivery districts as shown on the attached map. Bidders may offer pricing on one or more or all districts. All orders shall be shipped FOB Destination, prepaid, and included. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall notify the ordering agency of the expected delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the Division of Purchases of any supply or delivery problems.
5. Invoice: Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:
 - (1) date of invoice.
 - (2) date of shipment (or completion of work).
 - (3) purchase order number and contract number
 - (4) itemization of all applicable charges; and
 - (5) net amount due.
 - (6) Complete warranty information on items purchased
6. Orders/Payments: Orders will be placed periodically throughout the contract period by State Agencies. **Payment will be processed by the ordering State Agency upon receipt of an approved invoice and made within 30 days.** Agency orders will show items, attachments delivery hours and the name of a contact person and telephone number.
7. The bidder agrees, if his proposal is accepted, to guarantee the design, material and workmanship of the unit bid according to the standard factory warranty. A copy of the warranty shall accompany the bid.
8. Pricing and Discounts: Pricing is to be based upon discounts from the manufacturer's most current published price schedule. Discounts may differ for each delivery district or the same statewide. Attached is a state map which divides and numbers each of the sales districts.

Current Manufacturer's Price Schedules shall be on an Internet Website which can easily be accessed by State Agencies. If the price schedule is not available on a website, the contractor shall, upon request, provide the price schedule in electronic format which will be posted to the State website.

If posted on the State website, pricing will only be updated once a year on January 1st. Updated pricing must be submitted to the Procurement Officer by November 15th in order to have it posted the following January 1st. Discounts quoted shall remain firm throughout the contract period.
9. The State anticipates making a multiple award. A multiple award would be made to the low bidder meeting specifications for each Brand/Models offered. Agencies will compare all brands and models for compliance with their particular needs and pricing to determine the most advantageous purchase for the State of Kansas. - neede ()24.1 (K)-7

11. **Specifications:** Equipment as defined in this IFB shall include only the items listed below but may include accessories and/or attachments.

- A) Handheld equipment such as chainsaws, string trimmers, leaf blowers, etc.
- B) Lawn, Garden and Small Compact Utility Tractors
- C) Lawn Mowers, Push or Self-propelled.
- D) Pull behind or 3-point hitch rotary cutters
- E) Agricultural and utility tractors
- F) Agricultural Implements – Planters, Disks, etc.

12. **Bid Form:** Attached are Bid Forms for each equipment classification. If separate discounts apply to certain brands or models, each brand/model shall be shown on the Cost Proposal with the appropriate price schedule and applicable discount. If the same discount applies to all models within a brand, each model number need not be numbered.

3. Costing Sheet

Pricing for this contract can be found as an attachment to the Office of Procurement & Contracts search engine which can be found by using the following link:

https://supplier.sok.ks.gov/psp/sokfsprdsup/SUPPLIER/ERP/c/KS_SUPPLIER_MENU.KS_PROCR_CNTRCT.GBL

You will need to enter the five-digit contract number into the search engine. When the page loads, you will need to scroll to the bottom of the page to find the pricing for this contract.

4. Contractual Provisions Attachment

DA-146a Rev. 07/19

4.1. 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_____.

4.2. 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.

4.3. 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.

4.4. 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 appropr5.4 (m)-8.3 (sm)-8.4 (s.[Te)5 (r15..9f6l2 61.2 45]18 (o)20)15.8 (and Repor)-8.3 (t)-15.7 fun.{8 (er)-8.2(t

state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

4.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.8. 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.

4.9. 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.

4.10. 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.

4.11. 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.

4.12. 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.

4.13. 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."

4.14. 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.

Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on **January 25, 2023**, in response to Bid Event Number **EVT0008926**.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish **Landscaping, Lawn & Agricultural Equipment** for Statewide on order of the Agency at the price or prices contained herein.

This contract is entered into this **26th** day of **January 2023** by and between the State of Kansas (State) and **KANEQUIP INC, WAMEGO, KS** (Contractor).

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