

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Calvin E. Reed, P.E., Secretary  
Vanessa Spartan, AICP, Chief



Phone: 785-296-6893  
Fax: 785-291-3010  
kdot#publicinfo@ks.gov  
<http://www.ksdot.org>  
Laura Kelly, Governor

## **NOTICE TO PROCEED**

October 1, 2024

Ms. Shelly Steadman, Director  
Sedgwick Co Reg Forensic Science Center  
1109 North Minneapolis Street  
Wichita, KS 67214

Dear Ms. Steadman:

The Bureau of Transportation Safety, KDOT, is pleased to forward this formal approval of your traffic safety project entitled, "Laboratory Equipment (QTOF)".

Your project has received program funding and approval, **subject to the availability of state funds**. This notice to proceed encompasses SFY 2025, effective July 1, 2024.

You may proceed to implement this year's traffic safety countermeasures contained within this year's project. The following information is essential to the project's successful implementation and completion; please review it with all parties concerned with this project.

START DATE: 07-01-2024  
(No orders, purchase orders, payments or expenses of any type may be initiated before this date.)

TERMINATION DATE: 06-30-2025  
(No orders, purchase orders or expenses of any type may be initiated after this date.)

TOTAL CONTRACT AMOUNT: \$585,000.00

STATE FUNDING: \$0.00

THIS PROJECT NUMBER IS: TR-4003-25 / SP-4200-25

CMS Number: 035254003

FUNDING SOURCE: State funding TREF

**CONDITIONS OF APPROVAL: (1) All invoices and deliverables must be submitted to Gary Herman, Behavioral Safety Program Manager, in the KDOT Bureau of Transportation Safety during the life of the project. (2) This project will enhance the sensitivity of the screening procedures and this instrument will allow “untargeted” screening, which means drugs can be detected that aren’t typically screened. This untargeted screening is important to detect impairing substances that aren’t on existing panels. (3) This instrument will be ideal for screening oral fluids as future evidentiary oral fluids are submitted to the laboratory.**

Your cooperation in this regard is essential to the satisfactory completion of your project.

As you are fully aware, the Highway Safety Program is strictly one of reimbursement in which this office can only reimburse you for expenditures made in accordance with the provisions of the approved project.

Before implementing your project, we urgently recommend that you carefully review your copy of the approved application thereby familiarizing yourself with the exact details of the contract, including the Kansas Department of Transportation Highway Safety Project Agreement. The Highway Safety Project Agreement is of utmost importance and must be strictly adhered to if your project is to be completed satisfactorily. Such a review should ensure your full compliance with all provisions in the approved project contract and eliminate any possible expenditure of non-participating funds.

Sincerely,

A handwritten signature in black ink that reads "Gary L. Herman". The signature is written in a cursive, flowing style.

Gary L Herman, Behavioral Safety Program Manager  
Bureau of Transportation Safety

Cc: Ami Fulghum, Fiscal Services  
Roberta Bradbury, Behavioral Safety MSA II

PROJECT NO. SP-4200-25  
LABORATORY EQUIPMENT (QTOF)  
SEDGWICK COUNTY REGIONAL FORENSIC SCIENCE CENTER

### AGREEMENT

This Agreement is entered into by and between the Secretary of Transportation (the "Secretary"), Kansas Department of Transportation (KDOT), and the Sedgwick County Regional Forensic Science Center, executed by and through Sedgwick County, Kansas, ("Recipient"), collectively referred to as the "Parties." This Agreement shall govern certain activities and responsibilities to be carried out by the Recipient on behalf of the Secretary.

### RECITALS:

- A. The Recipient seeks an award of state highway safety program funds for a highway safety Project and has been determined by the Secretary to be eligible for such an award.
- B. The Secretary desires to grant an award of state highway safety program funds to the Recipient to reimburse the costs incurred in the performance of this Agreement and Approved Activities for a maximum Total Contract Funds during the Contract Period and in accordance with federal, state, and local laws and guidelines promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

### ARTICLE I: DEFINITIONS

The terms as defined in this Article when written in bold text in this Agreement shall have the following designated meanings:

1. "Agreement" means this written document, including all Attachments and Exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. "Approved Activities" means the Project specific expectations set forth in the "Agency Information & Contract Summary Attachment," which is attached to and made a part of this Agreement.
3. "Continuation Award" means an extension or renewal of existing Project funding for an additional one-year period based on the availability of Project funds and the Recipient's adequate performance of Approved Activities.
4. "Contract Period" means the one-year period of performance of this Project as indicated in the "Agency Information & Contract Summary Attachment." The Recipient shall execute a Procurement Contract for the QTOF during this Contract Period.

5. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
6. **"Federal, state, and local laws"** means all applicable statutes, rules, regulations, executive orders, directives, and other laws, including all laws as presently in effect and as may be amended or otherwise altered during the term of this Agreement, and all such laws which may be enacted or otherwise become effective during the term of this Agreement.
7. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
8. **"Notice to Proceed"** means a written notification from the Secretary that the Recipient is authorized to proceed with performing the Approved Activities for the Project.
9. **"Procurement Contract"** means a contract between the Recipient and a vendor selected through the Recipient's procurement process to purchase and install the QTOF.
10. **"Project"** means the execution of defined countermeasure strategies targeted to increase occupant protection and to reduce driving under the influence, speeding, and distracted driving, and carried out in accordance with the state's Highway Safety Plan.
11. **"QTOF"** means a quadrupole time-of-flight mass spectrometer, which is the laboratory equipment considered by this Agreement.
12. **"Recipient"** means the Sedgwick County Regional Forensic Science Center, executed by and through Sedgwick County, Kansas, with its place of business as indicated in the "Agency Information & Contract Summary Attachment."
13. **"Secretary"** means the Secretary of Transportation of the State of Kansas, and the Secretary's successors and assigns, and KDOT, individually and collectively.
14. **"Total Contract Funds"** means the maximum dollar amount the Recipient may be reimbursed by the Secretary during the Contract Period for the Recipient's performance of Project Approved Activities in accordance with this Agreement. The Total Contract Funds is to be determined annually before the end of the previous fiscal year and is indicated in the "Agency Information & Contract Summary Attachment."

## ARTICLE II: FUNDING

1. **Payment of Funds.** The Secretary agrees to reimburse the Recipient for costs actually incurred and paid by Recipient in the performance of Approved Activities under this Agreement in an amount not to exceed the Total Contract Funds and in accordance with Article III, paragraph 2.

2. Adjustment of Funds. The amount of **Total Contract Funds** is subject to adjustment by the **Secretary** if a change is made in the **Approved Activities** due to data driven problem identification that affects this **Agreement** or if this **Agreement** is terminated prior to the expiration of the **Agreement**.

3. Costs Incurred; Expenditure of Funds. Project funds shall not be expended prior to the **Effective Date** or following the earlier of the expiration or termination of this **Agreement**. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the **Approved Activities** and may not exceed the **Total Contract Funds**. Expenses charged against the **Total Contract Funds** shall be incurred in accordance with applicable laws, regulations, and policies.

4. Contingency. The payment of funds to the **Recipient** under the terms of this **Agreement** shall be contingent on the receipt of such funds by the **Secretary** from applicable funding sources and shall be subject to **Recipient's** continued eligibility to receive funds under the applicable provisions of state and federal laws. If the amount of funds that the **Secretary** receives from sources is reduced, the **Secretary** reserves the right to reduce the amount of funds awarded under, or to terminate, this **Agreement**. The **Secretary** also reserves the right to deny payment for the **Recipient's** expenditures where invoices and/or other reports are not submitted in accordance with this **Agreement**. Notwithstanding the foregoing, **Secretary** shall be responsible for reimbursing **Recipient** for any expenditures (1) made by **Recipient** consistent with this **Agreement**, (2) incurred prior to any notification by the **Secretary** of reduced funding availability and (3) where the invoices were properly submitted to the **Secretary** in accordance with this **Agreement**.

5. Continuation of Award. The **Secretary** may grant the **Recipient** a **Continuation Award** of **Project** funds upon expiration of the current **Contract Period**. Any such grant of a **Continuation Award** by the **Secretary** shall be based on the availability of **Project** funds and the **Recipient's** adequate performance of **Approved Activities** as determined by the **Secretary**.

6. Indirect Cost Rate. The "Agency Information & Contract Summary Attachment" contains information on the indirect cost rates, if any, for the **Secretary** and **Recipient**.

### ARTICLE III: SECRETARY'S RESPONSIBILITIES

1. Authorization to Proceed. The **Secretary** will issue a written **Notice to Proceed** to the **Recipient** regarding the approved date for the **Recipient** to begin work.

2. Grant Payment. The **Secretary** agrees to reimburse the **Recipient** in accordance with this **Agreement** only after receipt of proper billing from the **Recipient**.

3. Monitoring and Evaluation. The **Secretary** shall monitor, evaluate, and provide guidance and direction to the **Recipient** in the conduct of performance under this **Agreement**. The

**Secretary** has the responsibility to determine whether the **Recipient** has spent funds in accordance with applicable laws, regulations, and policies and shall monitor the activities of the **Recipient** to see that the **Recipient** has met such requirements. The **Secretary** may require the **Recipient** to take corrective action if deficiencies are found.

#### **ARTICLE IV: RECIPIENT'S RESPONSIBILITIES**

In executing this Agreement, the **Recipient** acknowledges and agrees to comply with the following:

1. **Scope of Services.** The **Recipient** shall furnish the necessary personnel, facilities, and such other professional services as may be required to perform the **Approved Activities**.
2. **Authorization to Proceed.** The **Recipient** may begin performance of the **Approved Activities** upon receipt of the **Secretary's** written **Notice to Proceed**.
3. **Limitation on Incurred Expenditures.** The **Recipient** shall not incur **Project** expenditures prior to the **Effective Date** of this Agreement and receipt of the **Notice to Proceed**.
4. **Reimbursement of Costs.** This is a reimbursement grant for which, after submitting a reimbursement claim to the **Secretary**, the **Recipient** may be reimbursed with **Project** funds for its payment of any actual **Project** costs. Reimbursement of actual **Project** costs incurred by the Subrecipient shall be made in accordance with this Agreement.
5. **Salary Expenditures.** The Subrecipient shall not supplant any salary expenditure provided for by the **Recipient's** current budget with any funds provided under this Agreement.
6. **Retention of Records.** The **Recipient** shall maintain records relating to this Agreement and performance of the **Approved Activities** for a period of five (5) years from the end date of the **Contract Period**. The **Recipient** shall make all records, books, papers, and other documents that relate to this Agreement available at all reasonable times for inspection, review, and audit by the **Secretary**.
7. **Improper Payments.** Any item of expenditure by the **Recipient** under the terms of this Agreement found by auditors, investigators, or other authorized representatives of the **Secretary** to be improper, unallowable, in violation of federal or state law or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of the **Recipient**, shall become the **Recipient's** liability, to be paid by the **Recipient** from funds other than those provided by the **Secretary** under this Agreement or any other agreements between the **Secretary** and the **Recipient**. This provision shall survive the expiration or termination of this Agreement.
8. **Closeout.** Final payment request(s) under this Agreement must be received by the **Secretary** within thirty (30) days from the earlier of the expiration of the **Contract Period** or termination date of this Agreement. Untimely payment requests will not be accepted by the **Secretary** without authorization from the **Secretary**. The **Recipient's** acceptance of final payment



from the Secretary shall constitute an agreement by the Recipient to release and forever discharge the Secretary, and the Secretary's agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action, or suits of any nature whatsoever, which the Recipient has at the time of acceptance of final payment or may have thereafter, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. The Recipient's obligations to the Secretary under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of the Secretary. Such requirements include submitting final reports to the Secretary and providing any close-out-related information requested by the Secretary by the deadlines specified by the Secretary. This provision shall survive the expiration or termination of this Agreement.

9. Prior Approval for Changes. The Recipient shall not transfer allocated funds among cost categories within a budgeted program account or make any changes, directly or indirectly, in program design or the Approved Activities without the prior written approval of the Secretary.

10. Cooperation in Monitoring and Evaluation. The Recipient shall permit the Secretary to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, or funding sources guidelines. The Recipient shall ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.

11. Audit.

- a. Audit Requirements for Federal Awards. The Recipient shall comply with the Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). The Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.*, require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*
- b. Agency Audit. If the Audit Standards set forth in 2 C.F.R. Part 200 do not apply, the Secretary may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary for an audit, the Recipient shall participate and cooperate with any reviews or audits of the activities under this Agreement; make its records and books available to representatives of the requesting agency for a period of five (5) years from the date of final payment under this Agreement; and ensure to the extent possible the cooperation of its agents, employees, and board members in any such reviews and audits. If an audit reveals

the **Recipient** has expended grant funds in any manner not authorized under this **Agreement**, the **Recipient** shall promptly reimburse the **Secretary** for such funds upon notification by the **Secretary**.

12. **Compliance.** The **Recipient** shall perform all **Approved Activities** funded by this **Agreement** in accordance with this **Agreement** and cooperate fully with the **Secretary** in efforts to comply with the requirements of this **Agreement**.

13. **Licenses, Certifications, Permits, Accreditation.** The **Recipient** shall procure and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to the **Secretary** proof of any licensure, certification, permit, or accreditation upon request.

14. **Safety Belt Usage.** The **Recipient** has and operates under, or within one year of this **Agreement**, shall have in place and operate under, a policy which requires its employees to comply with the Kansas Safety Belt Use (K.S.A. § 8-2501, *et seq.*) and Child Passenger Safety (K.S.A. § 8-1343, *et seq.*) Acts when engaged in official travel by public or private vehicle. The **Recipient** may request a model policy from the **Secretary**.

15. **System for Award Management.** The **Recipient** shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which it has active federal awards.

16. **Certification Regarding Sexual Harassment.** The **Recipient** shall comply with Executive Order 18-04 (February 5, 2018), by signing the "**Policy Regarding Sexual Harassment Attachment**," which is attached to and made a part of this **Agreement**.

17. **Confidentiality; Protection of Personally Identifiable Information.** The **Recipient** shall maintain as confidential all information and records relating to this **Agreement**, except for this **Agreement**, future related agreements or amendments, records associated with procurement of the **QTOF**, and documents associated with reimbursements made under this **Agreement**, and shall not disclose or otherwise release the same unless authorized under the Kansas Open Records Act (K.S.A. 45-215, *et seq.*), the Freedom of Information Act (5 U.S.C.A. § 552), or a current and valid court order.

18. **Prohibited Use of Certain Technologies.** The **Recipient** shall comply with 2 CFR 200.216 and 2 CFR 200.471, which prohibit recipients and subrecipients of federal funds from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.



19. Covenant Against Contingent Fees. The **Recipient** represents and warrants that no person or entity has been employed or retained to solicit or secure this **Agreement** upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this representation and warranty, the **Secretary** shall have the right to annul this **Agreement** without liability or, in its discretion, to offset against amounts it owes the **Recipient** under this **Agreement** or otherwise recover from the **Recipient** the full amount of such commission, percentage, brokerage, or contingent fee, and to seek any other legal remedies available to it as a result of such breach. The "Covenant Against Contingent Fees Attachment," is attached to and made a part of this **Agreement**.

20. No Assignment. The **Approved Activities** to be performed under the terms of this **Agreement** shall be performed by the **Recipient** and shall not be assigned, sublet, or transferred to any other party without the written consent of the **Secretary**.

21. Accounting. Upon the **Secretary's** request, the **Recipient** shall provide the **Secretary** with an accounting of all actual **Project** costs to enable the **Secretary** to report all costs of the **Project** to the legislature.

#### ARTICLE V: SPECIAL PROVISIONS

1. Procurement Contract. If the **Recipient** is unable to execute a **Procurement Contract** for the **QTOF** prior to June 30, 2025, the **Recipient** shall notify the **Secretary**.

2. Inventory Installation. The **Recipient** shall have the **QTOF** installed during State Fiscal Year 2026 (July 1, 2025 – June 30, 2026). If installation cannot be arranged during this time frame, the **Recipient** shall notify the **Secretary**.

3. Inventory Tracking. The **Secretary** will assign an inventory number and a **KDOT** inventory sticker will be attached to the **QTOF** upon installation.

4. Useful Life. The **Secretary** has determined that the useful life of the **QTOF** is five (5) years from the date of installation.

5. Warranty Coverage. The **Recipient** shall maintain warranty coverage on the **QTOF** throughout the useful life of the **QTOF**. The **Secretary** will reimburse the **Recipient** for a maximum of two years of the warranty coverage.

#### ARTICLE VI: GENERAL PROVISIONS:

1. Acceptance. No contract provision or use of items by the **Secretary** shall constitute acceptance or relieve the **Recipient** of liability in respect to any expressed or implied warranties.

2. Amendment. Any amendment to this Agreement shall be in writing and signed by the Parties.

3. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

4. Certification of Procurement. The Recipient shall comply with the provisions of the "Certification of Company Not Currently Engaged in the Procurement or Obtainment of Certain Equipment, Services, or Systems." which is attached to and made a part of this Agreement.

5. Civil Rights Act. The "Civil Rights Act Attachment" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

6. Contract Summary. The "Agency Information & Contract Summary" is attached and made a part of this Agreement.

7. Contractual Provisions. The provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached hereto, are hereby incorporated into this Agreement, and made a part thereof.

8. Correspondence. Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the addresses of the Parties as specified in section 2 of the "Agency Information & Contract Summary."

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

10. Entire Agreement. This Agreement, with all attached exhibits, expresses the entire agreement between the Parties with respect to the Recipient's participation in the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

11. Headings. All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

12. Independent Contractor Relationship. The relationship of the Recipient to the Secretary is that of an independent contractor and not of an employee/employer. It is expressly understood that any individual performing services under this Agreement on behalf of the Recipient shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment

compensation or any employee benefits, statutory or otherwise, from the Secretary. The Recipient agrees that it is solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. Subject to applicable statutory limitations, the Recipient agrees to indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal) with respect to such individual performing services under this Agreement on behalf of the Recipient. This provision shall survive the expiration or termination of this Agreement.

13. Integration. This Agreement supersedes all oral agreements, negotiations, and representations between the Parties pertaining to the subject matter of this Agreement.

14. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

15. Nondiscrimination and Workplace Safety. The Recipient shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

16. Restriction on State Lobbying. Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement 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.

17. Retainage. In the event the Recipient is awarded \$100,000.00 or more by the Secretary under this Agreement, the Recipient acknowledges and agrees the Secretary may retain up to five percent (5%) of the Total Contract Funds by executing this Agreement. Any such retainage will be deducted from the first reimbursement voucher and returned to the Recipient upon submission of all activity and financial supporting documentation at the end of the fiscal year.

18. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

19. Technical Advice and Assistance; Limitations. Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the Recipient or any other individual or entity, or the duties of any Consultant, Contractor, licensed professional engineer, or inspector hired by the Recipient.

20. Termination by Either Party. Either Party may terminate this Agreement upon thirty (30) days written notice to the other party for any reason; provided, however, the Recipient shall not be paid more than it would receive under the terms of this Agreement for that portion of Approved Activities rendered to the date of termination. In the event of termination of this Agreement, the Secretary will reimburse the Recipient for any non-cancellable expenses so long as such expenses were previously approved by the Secretary.

21. Termination by the Secretary. If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

22. Waiver. A Party's failure to exercise or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

Agreement No. 646-24  
Contract No. TF-4003-25  
Project No. SP-4200-25  
Bureau of Transportation Safety

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

RECIPIENT  
Sedgwick County  
Regional Forensic Science Center

  
Signature of authorizing official

Print Name: Ryan Baty  
Title: Chairman, Commissioner, Fourth District  
Date: November 13, 2024

Kansas Department of Transportation  
Secretary of Transportation

By: Greg Schieber  
Greg M. Schieber, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

Digitally signed by Greg Schieber  
DN: CN=Greg Schieber, O=Kansas Department  
of Transportation, L=Topeka, S=Kansas, C=US  
Date: 2024.11.18 09:05:20-06'00

Form Approved  
FIR 11.18.2024  
Legal Dept. KDOT

**Index of Exhibits and Attachments**

Agency Information & Contract Summary Attachment  
Policy Regarding Sexual Harassment Attachment  
Covenant Against Contingent Fees Attachment  
Certification of Procurement  
Civil Rights Act Attachment  
Contractual Provisions Attachment (Form DA – 146a)



## EXHIBITS and ATTACHMENTS

Bureau of Transportation Safety

Agency Information & Contract Summary / Highway Safety Project Detailed Plan	
Kansas Department of Transportation, Bureau of Transportation Safety	
Revision: 09/25/2023	

Project Title	LABORATORY EQUIPMENT (QTOF)	Funding Agency:	KDOT - state funds
		Funding Source:	TREF - Traffic Records Enhancement Fund

<b>SECTION 1 - PROJECT AGENCY INFORMATION</b>	
Sedgwick County Regional Forensic Science Center	
Agency Head Information (optional):	
Name:	Shelly Steadman
Title:	Director
Phone:	
Email:	Shelly.steadman@sedgwick.gov
Financial Contact Person's Information (optional):	
Name:	Katie Asbury
Title:	Administrator
Phone:	
Email:	Katie.Asbury@sedgwick.gov
Will this grant potentially generate program income? Yes <input type="checkbox"/> / No <input checked="" type="checkbox"/>	
Preferred Payment Method:	
Interfund Voucher <input type="checkbox"/>	Direct Deposit <input checked="" type="checkbox"/> Check <input type="checkbox"/>
Alternate Address for KDOT checks (optional):	
Federal Employer Identification Number:	48-6000798
Unique Entity Identifier (UEI)	U78SNHE76SE3
System for Award Management Expiration Date:	11/15/2024
Name & Title of Person Authorized to commit Agency to contracts (Board of Directors, Chair, City Manager, Chief, etc.):	
Shelly Steadman, Director - Regional Forensic Science Center	

<b>SECTION 2 - CORRESPONDENCE / NOTIFICATION (Art. VI, para. 8)</b>	
Project Agency's Information:	
Sedgwick County Regional Forensic Science Center	
ATTN: Tyson Baird, Chief Toxicologist	
1109 North Minneapolis Street	
Wichita, KS 67214	
Project Contact Person's Information:	
Phone:	916-660-4800
Email:	Tyson.Baird@sedgwick.gov
Secretary's Information:	
Kansas Department of Transportation	
Bureau of Transportation Safety	
ATTN: Amy Smith, Traffic Records Coordinator	
700 SW Harrison Street	
Topeka, KS 66603	
Contact Information of Secretary's Program Coordinator:	
Phone:	785-296-8750
Email:	amy.smith1@ks.gov

<b>SECTION 3 - AWARD DATA ELEMENTS<sup>1</sup> (Federally Funded Project Only)</b>	
Federal Award Identification Number (FAIN):	N/A
Date of Award to KDOT:	N/A
Subaward Performance Start Date:	N/A
Subaward Performance End Date:	N/A
Name of Pass-Through Entity:	N/A
CFDA Number and Name:	N/A
Contact Information for Federal Awarding Official:	
Contract Information for Secretary Authorizing Official:	
Greg Schieber, Deputy Secretary	
Greg.Schieber@ks.gov	
Contact Information for Secretary Project Director:	
Gary Herman, KDOT Behavioral Section Manager	
Gary.Herman@ks.gov	

<b>SECTION 4 - FOR KDOT USE ONLY</b>			
Identification of Whether Subaward Is R&D:			
N/A			
% Local Benefit			
100%			
Recipient Match Required (Yes/No) No If Yes: N/A			
Indirect Cost Rate and Amount:			
Secretary	N/A	/	N/A
Subrecipient	N/A	/	N/A
KDOT Fiscal Coding			
Index:	2000	Program:	72021
Agency Use:	5590	Sub:	55060
CMS#:	035-25-4003	Fund:	2356

<b>Full Project</b>	
Project Period:	07/01/2024 to 06/30/2030
Total Project Funds:	\$585,000.00
Number of Contract Years in Full Project: 6	
<b>Current Contract / Subaward</b>	
Contract Period:	07/01/2024 to 06/30/2025
Total Contract Funds:	\$0.00
Is this a Continuation of Award: No	
Emphasis Area Team (EAT)	
EAT(s) supported by this Project: Impaired Driving	
How does this Project support the EAT(s) listed above? Screen samples of suspected drug-impaired driving investigations.	

<sup>1</sup> 2 CFR 200.332(a)(1)



## EXHIBITS and ATTACHMENTS

Bureau of Transportation Safety

## SECTION 5 - BUDGET DETAILS

Category	Line-Item	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Commodities	Quadrupole Time-of-Flight Mass Spectrometer w/ 1 year manufacturer warranty (including a Nitrogen Generator and Uninterruptable Power Supply (UPS))	\$0.00	\$515,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	Warranty coverage	\$0.00	\$0.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00
Annual Totals		\$0.00	\$515,000.00	\$35,000.00	\$35,000.00	\$0.00	\$0.00
Grand Total						\$585,000.00	

## SECTION 6 - SAFETY ISSUE &amp; PROPOSED ACTION

## 1. Describe the traffic safety issue to be addressed (Problem Statement):

The Sedgwick County Regional Forensic Science Center (RFSC) performs both antemortem and postmortem toxicology testing. Antemortem testing is performed for local law enforcement cases involving driving under the influence of alcohol or drugs and drug-facilitated crimes. Postmortem testing assists the Coroner in Sedgwick County and surrounding counties in determining the role of drugs and toxins in cause and manner of death.

Two trends in the recreational drug market are creating substantial challenges for forensic toxicology labs, including the RFSC. One of these trends is the increasing potency of emerging drugs. As potency increases, the amount of drug necessary to cause effects in the body decreases. These low concentrations of drugs can be difficult to detect using the existing screening methods which have worked well for more traditional drugs. The second challenge is the rapidly evolving nature of the emerging drug market. Novel drugs tend to cycle quickly, and it is not feasible to continually update the laboratory's analytical methods to encompass all of these drugs within the laboratory's scope of testing. The RFSC is not currently able to detect all drugs in some samples due to the limitations of existing instrumentation.

The addition of a liquid chromatograph coupled to a quadrupole time-of-flight mass spectrometer (QTOF) can overcome these challenges. The analytical technique is sensitive enough to detect low-concentration drugs in small sample volumes. It also excels at untargeted analyses to detect out-of-scope drugs, which enables detection of emerging compounds not currently captured in its testing panels. Enhancing these capabilities will improve public safety and strengthen medicolegal death investigations by more fully assessing the number of drugs detected in impaired drivers and coroner cases. This will enhance the RFSC's ability to track drug trends and identify emerging drug threats. A QTOF would also be beneficial for transitioning into evidentiary oral fluid testing due to its improved sensitivity and ability to detect drugs in small sample volumes.

## 2. Describe the project intended to address these issues (The Proposed Solution):

The Sedgwick County Regional Forensic Science Center is in desperate need of instrumentation that will increase our capacity to thoroughly screen biological samples from suspected DUI/DWI cases. What we need for this is a QTOF which would greatly augment our current capabilities. First, it will enhance the sensitivity of our screening procedures, which will allow us to consume smaller volumes of our evidentiary samples and detect more potent drugs. Second, this instrument will allow us to do what we call an "untargeted" screen, which means that we can detect drugs that we aren't typically looking for. With the rise of novel drugs, especially benzodiazepines and fentanyl analogs, an untargeted screening method is important to detect impairing substances that aren't a part of our existing panels. Third, this instrument will be ideal for screening oral fluid as we move toward testing evidentiary oral fluid samples submitted to the laboratory in the future.

## 3. Describe the expected outcomes, benefits, or results (Performance Objectives):

Key performance objectives would include an increase in the number of reported drugs and lowered limits of detection for drugs that are currently reported by the RFSC.

## SECTION 7 - DEFINITIONS AND INSTRUCTIONS

- "Preferred Payment Method" KDOT strongly encourages direct deposit. Any questions, please contact the Secretary's Program Coordinator identified above in Section 2 - Correspondence / Notification.
- "UEI" means the Unique Entity Identifier, which is the authoritative identifier for all entities doing business with the federal government.
- "SAM Expiration" Your financial office should know the date of the most recent registration in System for Award Management (SAM). This is the central registry that the federal government has established to record the UEI and other information.

## EXHIBITS and ATTACHMENTS

Contract No. TF-4003-25  
 Project No. SP-4200-25  
 Bureau of Transportation Safety

## SECTION 8 - PROGRAM SPECIFICS

## [Traffic Records Program]

## 7. Sustainability:

A. Is this project for "Startup" or "Ongoing Operations"?

Startup

B. Describe how the Project Agency will sustain the process after the grant has completed:

This is a one-time reimbursement of a purchase of equipment.

## 8. Core Data System:

A. Indicate the TRCC Core Data System to be impacted:

Crash; Driver; Citation/Adjudication

## 9. Performance Measures:

A. The National Highway Traffic Safety Administration (NHTSA) has determined six performance measure categories they evaluate to measure grant funding effectiveness. Please indicate which performance measure(s) this project funding is intended to address, the method by which the performance measure will be tracked, and the frequency of the result's availability.

Example:

☒ Timeliness:

This project is designed to improve the time required to...

Performance Measure Reporting:

A report will be updated quarterly with a graph showing the time between the inception of ... and the time ... is received/populated in the database.

☐ Timeliness:

Performance Measure Reporting:

☐ Accuracy:

Performance Measure Reporting:

☒ Completeness:

This project is designed to improve the completeness of crash reports by improving the capacity, sensitivity, and targeting of the Project Agency's screening procedures. Additionally, this project is designed to allow for oral fluid screening in the future.

Performance Measure Reporting:

During each year that the QTOF equipment is in use, the Project Agency will provide a summary report to KDOT by April 15<sup>th</sup> with:

- A. the total number of samples analyzed for drugs and/or alcohol between April 1 and March 30;
- B. the number of reported drugs resulting from those samples, and
- C. the limits for detection for each of those reported drugs.

☐ Uniformity:

Performance Measure Reporting:

☐ Integration:

Performance Measure Reporting:

☐ Accessibility:

Performance Measure Reporting:

### **Policy Regarding Sexual Harassment**

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

7.3  
Signature and Date

RYAN BAILEY  
Printed Name

ATTEST:

Kelly B. Arnold  
County Clerk



COVENANT AGAINST CONTINGENT FEES ATTACHMENT

I hereby certify that I am RYAN BATY and duly authorized representative of Sedgwick County (CONTRACTOR) and that neither I nor the above agency I here represent has:

- (a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the CONTRACTOR) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the CONTRACTOR) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the Agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement and is subject to applicable State and Federal laws, both criminal and civil.

11/13/2024

(Date)

Name: Ryan Baty  
Title: Chairman Commissioner

ATTEST:

Kelly B. Arnold County Clerk





**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN  
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

**WHEREAS**, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, "covered telecommunications equipment or services" is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**WHEREAS**, a "covered foreign country" means any of the following: (1) The People's Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism<sup>1</sup>.

**WHEREAS**, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

**WHEREAS**, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

**WHEREAS**, the State of Kansas has an interest in protecting itself against threats related to foreign adversary's exploitation of vulnerabilities in covered telecommunications equipment.

**THEREFORE**, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

**FURTHERMORE**, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

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<sup>1</sup> Designations of a "state sponsor of terrorism" may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.>



By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

A.B.  
Signature, Title

11/13/2024  
Date

ATTEST:

KAC  
Kelly B. Arnold, County Clerk



**KANSAS DEPARTMENT OF TRANSPORTATION  
CIVIL RIGHTS ACT ATTACHMENT**

**PREAMBLE**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

**CLARIFICATION**

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

**ASSURANCE APPENDIX A**

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

**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. 75-8101, *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 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.

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.

