



Request for Proposal/Quote “Notice to Proposers”

RFP Number: 2021-01
Date Posted: February 23, 2021
Closing Date: 2:00 p.m., Friday, March 19, 2021

Purchasing Coordinator: Sindy Taylor
Email Address: purchasing@WSUTech.edu
Website: <https://WSUTech.edu/purchasing/>

Project Name: WSU Tech Auditing Services

Agency: WSU Campus of Applied Sciences and Technology (WSU Tech)
4004 North Webb Road, Gateway Bldg., Wichita, KS 67226

Period of Contract: Three years with optional annual renewals up to two additional years.

Guarantee: No Monetary Guarantee Required

Scope Summary: **WSU TECH** is soliciting the services of qualified independent CPA firms to audit financial statements for period of three (3) consecutive years beginning with fiscal year ending June 30, 2021 and ending with fiscal year ending June 30, 2023. Our organization also requires a federal single audit which includes a significant volume of funding related to the COVID Pandemic. **WSU TECH** is also requesting that the annual Form 990 be prepared for the **WSU TECH** Foundation (the Foundation).

Specifications Summary:

1. Annual Financial statement audit.
2. Federal single audit.
3. Preparation of IRS form 990.
4. Preparation of Annual Report for the Kansas Attorney General.
5. Management letter.



SIGNATURE SHEET

Project Name: WSU Tech Auditing and Tax Services

RFP Number: 2021-01

Closing Date: 2:00PM, March 19, 2021

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified. **I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.**

Addenda: The undersigned acknowledges receipt of the following addenda:

#1(____) #2(____) #3(____)

State Tax: The undersigned attests this Proposer is not in arrears in taxes due the State of Kansas.

Legal Name of Firm or Corporation _____

Mailing Address _____ **City & State** _____ **Zip** _____

Toll Free Phone _____ **Local** _____ **Cell** _____ **Fax** _____

Tax Number _____ **DO NOT enter your SSN**

E-Mail _____

Typed Name _____ **Title** _____

Authorized Signature _____ **Date** _____

Items required with your Proposal/Quote: The items below, that are checked, must be submitted with your proposal for your offer to be considered responsive to the Request for Proposal.

- ❖ Signature Sheet (page 2)
- ❖ Proposal Form, Subcontractors, if any, References (page 12)
- ❖ Certification regarding Immigration Reform and Control (page 13)
- ❖ Contractual Provisions (page 14)
- ❖ Other Items Required:
 - Table of Contents cross references the RFP requirements
 - A Signed brief letter stating the understanding of the scope of work, why the firm is best qualified and that the proposal is a firm and irrevocable offer for the period stated
 - One copy or at least two Audited Financial Statements and OMB Uniform Guidance report issued by Kansas organizations in which the auditing firm's opinion was rendered.



READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this request or failure to submit all items requested may result in the rejection of a bid. All inquiries, questions and submissions should indicate the RFP number and be directed electronically to the Purchasing Coordinator at purchasing@wsutech.edu.

1. BACKGROUND

WSU TECH is an accredited governmental educational institution for the State of Kansas, providing technical and general education programs and courses for students in the region. In addition, **WSU TECH** provides customized training services for local employers and agencies.

The Foundation is a legally separate, tax-exempt 501(c)(3) organization operated in its entirety to raise and hold funds to support the College and its programs. The Foundation is a component unit of the College and is presented using the blended method in the College's financial statements.

WSU TECH uses Banner as its software system. This is an integrated system for student registrations and enrollments, financial aid, student receivables and receipting, human resources and payroll, accounting, payables and purchasing.

WSU TECH's fiscal year begins on July 1 and ends on June 30. **WSU Tech** has a total annual budget of approximately \$35 million. More detailed information on the College and its finances can be found in the following documents provided with this RFP:

- Audited financial statements for fiscal year 2020 (Exhibit 1)
- OMB UNIFORM GUIDANCE report for fiscal year 2019 (Exhibit 2)
- Foundation Form 990-For the fiscal year 2019-2020 (Exhibit 3)

2. SCOPE OF WORK

2.1. REQUIRED QUALIFICATIONS

- A) The firm submitting the proposal must be qualified to perform independent audits in the State of Kansas and must have been engaged during the fiscal year ending June 30, 2020 as independent auditor for the purpose of rendering an opinion on the annual financial statements of similar sized colleges in the State of Kansas. Furthermore, the audit firm must have a minimum of five (5) years of experience in auditing similar size governmental organizations with State and federal government funding.
- B) Supervisory members of the audit team must be Certified Public Accountants and have a minimum of five (5) years of supervisory experience in auditing governmental educational institutions.

2.2. SERVICES REQUIRED

- A) WSU TECH desires the auditing firm to express an opinion on the fair presentation of its financial statements in conformity with accounting principles generally accepted in the United States of America. The following reports will be issued by the firm:
- Audited financial statements of WSU TECH for the fiscal years 2021-2023.
 - OMB UNIFORM GUIDANCE Audits of States, Local Governments, and Non-Profit Organizations for the same period.
 - Data Collection Form for the same period.
 - WSU TECH Foundation IRS Form 990 for the fiscal years for the same period
 - Published audited financial statements shall be in both a long and short form format. The long form consists of both the WSU TECH audited statements as well as the various OMB Uniform Guidance reports and findings. The short form shall consist only of the WSU TECH audited statements, excluding the OMB Uniform Guidance information.
- B) To meet the requirements of this RFP, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Comptroller General's Government Auditing Standards and the provisions of the U.S. Office of Management and Budget OMB Uniform Guidance Audits of States, Local Governments, and Non-Profit Organizations.
- C) All services not specifically mentioned in this RFP that are necessary to provide the functional capabilities described by the auditing firm shall be included in the proposal.

2.3 REPORTS

- A) Following the completion of the audit of the fiscal years' financial Statements, the auditing firm shall issue, as required by auditing standards generally accepted in the United States of America, government auditing standards issued by the Comptroller General of the United States of America, and OMB Uniform Guidance including but not limited to the following:
- Submission of a report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
 - Submission of a report on the internal control over financial reporting, compliance and other matters based on the auditor's consideration of **WSU TECH's** internal control and the auditor's test of compliance.
 - Submission of a report on compliance with laws and regulations applicable to each major program.
 - Reports on the Schedule of Expenditures of Federal Awards

- B) The auditing firm shall communicate in a formal letter to the **WSU TECH** Governance any significant deficiencies found during the audit. A significant deficiency shall be defined as a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
- C) The schedule of federal awards and related auditor's reports, as well as the reports on the internal control structure and compliance, are to be issued separately from the financial statements, although as part of the audit package.
- D) Copies of all reports shall be addressed to the **WSU TECH** Governance. The successful proposer will also submit copies of reports as required by federal audit requirements.
- E) The Foundation's 990 is to be issued to the Foundation's Governance.

3. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

3.1 GENERAL

- A) **WSU TECH** can provide the auditors an office space near the financial records, land line phones, internet access and the use of a copy machine during the auditing period. **WSU Tech** is capable of remote collaboration and file sharing through encrypted email software. The auditors will be required to provide their own computer equipment and essential office materials.

3.2 PERTINENT INFORMATION TO BE PREPARED BY WSU TECH

- A) **WSU TECH** staff will prepare and/or provide the auditor with standard account reconciliations and associated detail reports to perform the audit. In addition, staff will provide support for reasonable subsequent requests.

4. TIMETABLE

4.1 PROPOSAL TIMETABLE

RFP issue date	February 23, 2021
Questions must be submitted to purchasing@WSUTech.edu	March 5, 2021
Answers posted in addenda	March 12, 2021
RFP due date	March 19, 2021
Selection Committee meeting	Week of March 22-26, 2021
Contract Awarded	March 31, 2021

4.2 ANNUAL AUDIT TIMETABLE

Student Financial Assistance audit field work done	Third week in July
Audit preliminary field work, as needed	July and August
Audit field work begins	Early August
Exit conference to review results of field work	As soon as feasible
Final audit drafts returned to WSU TECH Finance staff	September 7
Audit drafts presented to Governance	Second week of September
Foundation Form 990 prepared	January

4.3 EXTENSION

- A) Where an extension of time may be required, it will be the responsibility of the auditing firm to promptly notify **WSU TECH** in writing. It is the auditing firm's responsibility to secure all necessary approvals in a timely manner. The auditing firm shall promptly notify **WSU TECH**'s Governance of any suspicion of fraud, defalcation or misapplication of funds. Such notice shall be in addition to any notice to grantors required by single audit legislation.

4.4 REPORT SUBMISSION

The final long and short reports and necessary signed copies of each shall be delivered to:

Marlo Dolezal, Vice-President Finance & Administration
4004 N Webb Road, Wichita, KS 67226

5. **PROPOSAL REQUIREMENTS**

5.1. GENERAL REQUIREMENTS

- A) To be considered for selection, bidders should email their submission of proposal to purchasing@WSUTech.edu, including any literature and other supporting documents. Please be sure to have the subject line read: RFP 2021-01, Closing March 19, 2021.

The RFP number 2021-01 has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the Purchasing Coordinator only at puchasing@wsutech.edu.

- B) Each proposal shall give the complete mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the bidder's Federal Employer's Identification Number.

- C) Each proposal should describe the most favorable terms and shall remain firm for 120 days from the bid opening date. Proposals should be submitted exclusive of all federal, state, and local taxes
- D) All bidders shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the Purchasing Coordinator in writing and posted on <https://wsutech.edu/purchasing/>.
- E) A proposal may be withdrawn on written request from the bidder to the Purchasing Coordinator prior to the closing date.
- F) An award is made on execution of the written contract by all parties. Only **WSU TECH** is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.
- G) The bidder agrees to accept the provisions of State of Kansas form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with **WSU TECH** and is attached to this RFP. **If the bidder will not or cannot comply with any of the terms and conditions contained within this RFP, it will be their responsibility to make specific mention of conflicting terms in their proposal, and otherwise the terms and conditions of this document will prevail.**
- H) This RFP and any amendments and the response and any amendments of the successful bidder shall be incorporated along with the State of Kansas form DA-146a into the written contract which shall compose the complete understanding of the parties.
- I) In the event of a conflict of terms of language among the documents, the following order of precedence shall govern:
 - i. State of Kansas form DA-146a;
 - ii. Written modifications to the executed contract;
 - iii. Written contract signed by the parties;
 - iv. This RFP including any and all addenda; and
 - v. Bidder's written proposal submitted in response to this RFP as finalized.
- J) No contract shall be considered to have been entered into by **WSU TECH** until all statutorily required signatures and certifications have been rendered; and a written contract, if required, has been signed by the successful bidder.
- K) WSU TECH reserves the right to claim ownership of all data, materials, and documentation originated and prepared for this RFP and retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

5.2 TECHNICAL PROPOSAL

A) Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed. In developing the work plan, reference should be made to such sources of information as **WSU TECH**'s budget and related materials, manuals and programs, and financial and other management information systems. Proposers will be required to provide the following information on their audit approach:

- i. Proposed segmentation of the engagement.
- ii. Level of staff and number of hours expected to be assigned to each proposed segment of the engagement.
- iii. Approach to be taken to gain and document an understanding of **WSU TECH**'s internal control structure.
- iv. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- v. Approach to be taken in drawing audit samples for purposes of tests of compliance.

B) Independence

The firm should provide an affirmative statement that it is independent of **WSU TECH** as defined by AICPA Ethical Standards section 101, applicable state CPA society standards, and GAO Yellow Book provisions on auditor's independence.

The firm should also list and describe the firm's employees, or consultant relationships involving **WSU TECH** or the Foundation for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. In addition, the firm shall give **WSU TECH** written notice of any professional relationships entered into during the period of this agreement.

C) License to Practice in the State of Kansas

An affirmative statement should be included indicating that the firm is qualified to practice in the State of Kansas.

D) Firm Qualification and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed.

The firm shall provide information on the results of the firm's latest federal or state desk reviews or field reviews of its audits. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are like the engagement described in this RFP. These engagements should be ranked based on total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

E) Partner, Manager, Supervisors and Staff Qualification, Experience and Requirements

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether such persons are licensed to practice as certified public accountants in the State of Kansas. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of **WSU TECH**. **WSU TECH** retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this Request for Proposal can only be changed with the express prior written permission of **WSU TECH**, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided the replacements have substantially the same or better qualifications or experience.

The firm should also include a statement describing how services will be coordinated and monitored and how access and effective communication will be ensured. In addition, the firm should describe how the transition to a new provider would take place (if applicable).

F) Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems, and any special assistance that will be requested from **WSU TECH**.

5.3 PRICE PROPOSAL

A) General Requirements

The proposal shall include a total all-inclusive maximum price to include all direct costs, indirect costs, and all out-of-pocket expenses. The proposal should include the number of hours required for each staff level. **WSU TECH** will not be responsible for expenses incurred in preparing and submitting the proposal and such costs should not be included in the proposal.

The proposal shall include a schedule of professional fees and expenses as presented in the fixed fees form included as an attachment to the RFP, which support the total all-inclusive price.

The evaluation team has the right to rely on any price provided by bidders. The bidder shall be responsible for any mathematical error in price quotes. The evaluation team reserves the right to reject proposals which contain errors.

An RFP shall not be considered for award if the price in the RFP was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee

B) Rates for Additional Professional Services

If it should become necessary for **WSU TECH** to request the auditor to render any additional services not included in the RFP or to perform additional work as a result of the specific recommendations included in any open report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between **WSU TECH** and the firm. Any such additional work agreed to between **WSU TECH** and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost bid.

6. PROPOSAL EVALUATION

6.1 GENERAL

An evaluation team will evaluate the merit of proposals received in accordance with criteria outlined in this RFP. Incompleteness, significant inconsistencies or inaccuracies found within a response may result in a reduction of the evaluation rating. WSU TECH reserves the right to waive variances or reject any or all proposals and request clarifications from any or all respondents. Further, WSU TECH reserves the right to reject any or all proposals and to waive informalities and minor irregularities and to accept any portion of a proposal or all items proposed if deemed to be in the best interest of WSU TECH. The evaluation team holds the right to request oral presentations on proposals for clarification, elaboration and fact finding purposes only. Oral presentations are an option of WSU Tech and not all firms may be asked to make such presentation. Proposals shall be rejected if they: 1) are received after closing date and time, 2) contain alterations not initialed by an authorized official, 3) are not meeting or taking exception to required terms and conditions, 5) are not meeting specifications.

The following criteria will be utilized in the evaluation of the proposals. Order of the listing does not constitute order of importance:

- A) The firm adheres to the instructions and specific requests of the RFP
- B) The firm provides all required information as outlined out in the RFP
- C) The results of the submitted peer review report and the support of quality of audit work
- D) Disciplinary actions taken against the firm by AICPA, SEC, State Licensing Agencies or other related agencies.
- E) The presentation of comparability between services provided in the first year versus subsequent years.
- F) The firm's qualifications and experience with similar organizations and federal awards.
- G) Recommendations of current or past clients of the firm
- H) Cost of services
- I) Local physical location will be given preference

The evaluation team will make a recommendation to the WSU TECH Governance for approval. Final decisions are to be announced in accordance to the timeline included in this RFP.



Proposal Form

Contract Proposal for: \$ _____

Vendor/Contractor: _____

Subcontractors (if any):

The undersigned proposes to use the following Subcontractors for this Project:

Mechanical Work _____

Electrical Work _____

Other: _____

References

1)

2)

3)



**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

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-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that 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 College's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by **WSU Tech**, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At **WSU Tech's** request, Contractor is expected to produce to **WSU Tech** any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature

Date



State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

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:

Important:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employee"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. Responsibility For Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 III §). 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 IIISI•
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.

Signature

Date