

## REQUEST FOR PROPOSAL (RFP)

**Bid Event Number:** EVT0007595

**Requisition ID:** 0000004734

**Document Number:** RFX0001649

**Replaces Contract:** New

**Date Posted:** September 21, 2020

**Closing Date:** October 19, 2020, 2:00 PM

**Procurement Officer:** Angela Brown  
**Telephone:** 785-296-7251  
**E-Mail Address:** [angela.brown@ks.gov](mailto:angela.brown@ks.gov)  
**Web Address:** <http://admin.ks.gov/offices/procurement-and-contracts/>

**Agency:** Attorney General

**Item:** Youth Suicide Prevention Website and Application

**Period of Contract:** Date of Award through December 31, 2021  
(With the option to renew for four (4) additional 12-month periods)

**Bid Guarantee:** No monetary bid guarantee required.

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This Bid Event was recently posted to the Procurement and Contracts Internet website. The document can be downloaded by going to the following website: <http://admin.ks.gov/offices/procurement-and-contracts/>

**It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.**

### SIGNATURE SHEET

**Item:** Youth Suicide Prevention Website and Application

**Agency:** Attorney General

**Closing Date:** October 19, 2020, 2:00 PM

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.

Legal Name of Person, Firm or Corporation \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

Tax Number \_\_\_\_\_

**CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Office of Procurement and Contracts at a later date.**

E-Mail \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Typed Name \_\_\_\_\_ Title \_\_\_\_\_

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In the event the **contact for the bidding process** is different from above, indicate contact information below.

**Bidding Process** Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

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If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

**Award** Contact Name \_\_\_\_\_

Mailing Address \_\_\_\_\_ City & State \_\_\_\_\_ Zip \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_ Local \_\_\_\_\_

Cell Phone \_\_\_\_\_ Fax Number \_\_\_\_\_

E-Mail \_\_\_\_\_

## VENDOR RESPONSE CHECKLIST REQUEST FOR PROPOSAL (RFP)

The following checklist is provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Bidders are instructed to utilize this list for their own convenience to ensure compliance.

\_\_\_\_\_ Completed Bidder Registration submitted prior to bid submission (One time)

Directions can be found at the link below.

[Bidder Registration Link](#)

\_\_\_\_\_ Invitation to participate received from Procurement Officer prior to bid submission (Each bid)

### **Technical Proposal** (Original and copies requested in hardcopy and electronic format – See Section 2.1)

\_\_\_\_\_ Signature Sheet  
\_\_\_\_\_ Tax Clearance Certificate  
\_\_\_\_\_ Immigration Reform and Control Certification  
\_\_\_\_\_ Sexual Harassment policy  
\_\_\_\_\_ Boycott of Israel  
\_\_\_\_\_ Transmittal Letter  
\_\_\_\_\_ Bidder Information  
\_\_\_\_\_ Qualifications  
\_\_\_\_\_ Experience  
\_\_\_\_\_ Timeline  
\_\_\_\_\_ Methodology  
\_\_\_\_\_ References  
\_\_\_\_\_ Bidder Contracts/Subcontractor information, if applicable  
\_\_\_\_\_ Technical Literature, address Specifications  
\_\_\_\_\_ Completed and signed Event Details document  
\_\_\_\_\_ Any Amendments or Supplemental forms provided  
\_\_\_\_\_ Exceptions to RFP noted, if applicable

### **Cost Proposal** (Original and copies requested in hardcopy and electronic format – See Section 2.1)

\_\_\_\_\_ Cost Sheet  
\_\_\_\_\_ Completed and signed Event Details document

**Bids must be received in our office prior to 2:00PM CST on the closing date to be considered. Bids must be marked as follows:**

Department of Administration  
Procurement and Contracts  
Proposal # EVT0007595  
Closing Date: October 19, 2020  
900 SW Jackson, Suite 451 South  
Topeka, KS 66612-1286

Items mailed through the United States Postal Service (USPS) to the Capital Complex buildings in Topeka, KS go to a central location and then dispersed, it may take longer than expected for Procurement and Contracts to receive bids sent through USPS. FedEx and UPS deliver directly to our office. Bids are not considered received until they are time stamped in our office.

At this time, our office is closed to the public. Bids must be mailed or emailed.

**NOTE: In order to properly and completely respond to this Request for Proposal, bidders must carefully review all sections and respond as required.**



1000 SW Jackson, Suite 500  
Topeka, KS 66612

Phone: (785) 296-3011  
Fax: (785) 296-2702  
DeAngela.Burns-Wallace@ks.gov

DeAngela Burns-Wallace, Secretary

Laura Kelly, Governor

## Memorandum

April 8<sup>th</sup>, 2020

To: State of Kansas Vendors

From: Rick Beattie, Director of Procurement and Contracts, Department of Administration

Subject: Bid Submissions During Covid-19 Crisis

**The Kansas Department of Administration, Office of Procurement and Contracts is temporarily accepting bids via email.**

Until further notice, the Office of Procurement and Contracts is closed to the public as a result of the COVID-19 crisis. The Office of Procurement and Contracts will not be accepting hand delivered bids and public bid openings will be conducted via a conference call.

This notice is applicable to the Office of Procurement and Contracts, located in the Landon State Office Building at 900 SW Jackson, Suite 451, Topeka, KS 66612.

During this time all bids need to be submitted via UPS, FedEx or emailed to [procurement@ks.gov](mailto:procurement@ks.gov). All bids submitted must be received by the Office of Procurement and Contracts by the specific bid closing date and time of 2:00PM CT.

If emailed, it is the responsibility of the 'bidder' to ensure the bid date and time is met.

FedEx and UPS currently deliver directly to the Office of Procurement and Contracts. The US Postal Service (USPS) does not provide a delivery date and time confirmation and thus the Office of Procurement and Contracts does not recommend sending bids via USPS.

Bids are not considered received until they are date and time stamped in the Office of Procurement and Contracts.

The Office of Procurement and Contracts will not be responsible for late deliveries.

For questions regarding confirmation that your bid has been received by the Office of Procurement and Contracts, please call 785-296-2376.

Public Bid Openings shall be opened in public via a Conference Call at the hour stated in the notice at the below number:

**866-620-7326 Dial-in Number**

**5258679472# Conference Code**

Tabsheet requests for Invitation for Bids (IFB) and Requests for Quotes (RFQ) can be requested by emailing [tabsheets@ks.gov](mailto:tabsheets@ks.gov). Please include the EVT number on your request. Tabsheets will be emailed within five (5) business days of the request.

Tabsheets for Requests for Proposals (RFP) are not available until the bid has been awarded, the contract executed or all of the bids have been rejected. A list of bidders may be requested by emailing [tabsheets@ks.gov](mailto:tabsheets@ks.gov). Please include the EVT number on your request. The list of bidders will be emailed within five (5) business days of the request.

Information regarding when bids can be hand delivered and public bid openings will be reinstated will be posted at the link below:

<https://admin.ks.gov/offices/procurement-and-contracts/>

Thank you for your help in practicing appropriate social distancing during the COVID-19 crisis.

## TAX CLEARANCE INSTRUCTIONS

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

**To obtain a Tax Clearance Certificate, you must:**

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your signed renewal document
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Per KSA 75-3740-(c), the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Secretary of the Kansas Department of Revenue is authorized to exchange such information with the Director of Purchases as is necessary to determine a bidder's tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

***Please Note:*** Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

***Please Note:*** You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

Information about Tax Registration can be found at the following website:  
<http://www.ksrevenue.org/busregistration.html>

**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 State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, 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 the State's request, Contractor is expected to produce to the State 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, Title of Contractor

\_\_\_\_\_  
Date

### 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.

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Name of Company



## 1. Bidding Instructions

### 1.1. Bid Event ID / Reference Number

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, 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 only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

### 1.2. Questions/Addenda

Questions requesting clarification of the bid event must be submitted in WRITING to the Procurement Officer prior to the close of business on October 01, 2020 to the following address:

**Angela Brown**

**Telephone:** 785-296-7251

**Facsimile:** 785-296-7240

**E-Mail Address:** [angela.brown@ks.gov](mailto:angela.brown@ks.gov)

**Kansas Department of Administration  
Procurement and Contracts**

900 SW Jackson, Suite 451-South

Topeka, KS 66612-1286

Failure to notify the Procurement Officer of any conflicts or ambiguities in this bid event may result in items being resolved in the best interest of the State. Any modification to this bid event shall be made in writing by addendum. Only Written communications are binding.

Answers to questions will be available in the form of an addendum on the Procurement and Contracts' website, <http://admin.ks.gov/offices/procurement-and-contracts>.

It shall be the responsibility of all participating bidders to acquire any and all addenda and additional information as it is made available from the web site cited above. Vendors/Bidders not initially invited to participate in this Bid Event must notify the Procurement Officer (Event Contact) of their intent to bid at least 24 hours prior to the event's closing date/time. Bidders are required to check the website periodically for any additional information or instructions.

### 1.3. Pre-Bid Conference

No pre-bid conference is scheduled for this bid event.

### 1.4. Negotiated Procurement

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

### 1.5. Appearance Before Committee

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

**1.6. Notices**

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

Kansas Department of Administration  
Procurement and Contracts  
900 SW Jackson, Suite 451-South  
Topeka, Kansas 66612-1286

RE: EVT0007595

or to any other persons or addresses as may be designated by notice from one party to the other.

**1.7. Cost of Preparing Proposal**

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

**1.8. Preparation of Proposal**

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

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

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

**1.9. Signature of Proposals**

Each proposal shall give the complete legal name and 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. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

**1.10. Acknowledgment of Amendments**

All bidders shall acknowledge receipt of any amendments to this bid event by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this bid event shall be issued only by the Office of Procurement and Contracts in writing.

**1.11. Modification of Proposals**

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

**1.12. Withdrawal of Proposals**

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at the Office of Procurement and Contracts prior to the closing date.

**1.13. Competition**

The purpose of this bid event is to seek competition. The bidder shall advise the Office of Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Office of Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this bid event.

**1.14. Evaluation of Proposals**

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

**1.15. Acceptance or Rejection**

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

**1.16. Proposal Disclosures**

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. A List of Bidders may be obtained in the following manner:

1. Attending the public bid opening at the time and date noted on the Bid Event, OR
2. Requesting a List of Bidders via E-mail to [tabsheets@ks.gov](mailto:tabsheets@ks.gov) or in writing to the following address. Include the Bid Event number EVT0007595 in all requests.

Kansas Department of Administration  
Procurement and Contracts  
Attn: Bid Results  
900 SW Jackson, Suite 451-South  
Topeka, KS 66612-1286

All other documents pertaining to the bid (tabsheet, individual bids, proposals, contract, etc.) are not available until the bid has been awarded, contract executed or all bids rejected.

Once a bid file is available, a request for a cost estimate may be submitted to the e-mail or address noted above for the costs associated with the reproduction of bid documents. Procurement and Contracts will attempt to provide all Open Records requests with electronic copies when possible.

Requests will not be fulfilled until payment has been received.

Documents will be sent via First Class Mail. If requested, they may be sent via express mail services at the expense of the requester.

Any questions regarding Open Records requests for bid results should be directed to [tabsheets@da.ks.gov](mailto:tabsheets@da.ks.gov) or 785-296-0002.

**1.17. Disclosure of Proposal Content and Proprietary Information**

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://www.admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts>) No proposals shall be

disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Office of Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

**1.18. Exceptions**

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

**1.19. Notice of Award**

An award is made on execution of the written contract by all parties.

**1.20. News Releases**

Only the State is authorized to issue news releases relating to this bid event, its evaluation, award and/or performance of the resulting contract.

## 2. Proposal Response

### 1. Submission of Proposals

#### 1.1. Submission of Proposals via Email

Bids may be submitted via email to [procurement@ks.gov](mailto:procurement@ks.gov) by the due date and time. Subject Line of email must contain EVT0007595 and your company name.

For bids submitted via email, bidder's proposal shall consist of:

- A Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents, in Microsoft® Word, Excel or searchable PDF®.
- A Cost Proposal, in Microsoft® Word, Excel or searchable PDF®.

**The technical proposal file must be named “EVT0007595 Company Name Technical Proposal” and the cost proposal file must be named “EVT0007595 Company Name Cost Proposal”.**

Bidder's proposal shall be received no later than 2:00 p.m., Central Time, on the closing date.

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in email delivery shall not excuse late bid submissions.

Faxed telephoned proposals are not acceptable.

Proposals received prior to the closing date shall be kept in a secured file until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the email. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

#### 1.2. Submission of Proposals via Delivery

Bids may be delivered to our office only by courier service offered through UPS or FEDEX due to closure of the building for public access.

For bids submitted via delivery, bidder's proposal shall consist of:

- One (1) original and four (4) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and four (4) copies of the Cost Proposal,
- One (1) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word, Excel or searchable PDF®. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Department of Administration  
Procurement and Contracts  
Proposal #: EVT0007595  
Closing Date: October 19, 2020  
900 SW Jackson Street, Suite 451-South  
Topeka, KS 66612-1286

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed telephoned proposals are not acceptable.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received

prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be destroyed or may be returned to the bidder at the bidders' expense.

## 2.1. **Proposal Format**

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

## 2.2. **Transmittal Letter**

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

## 2.3. **Bidder Information**

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

## 2.4. **Qualifications**

A description of the bidder's qualifications and experience providing the requested or similar service shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the bid event.

## 2.5. **Experience**

All bidders are preferred to have a minimum of five (5) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

## 2.6. **Timeline**

A timeline for implementing services must be submitted with the bid.

**2.7. Methodology**

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

**2.8. References**

Provide three (3) references who have purchased similar items or services from the bidder in the last three (3) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

**2.9. Bidder Contracts**

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

**2.10. Technical Literature**

All Technical Proposals shall include specifications and technical literature sufficient to allow the State to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.

**2.11. Procurement Card (P-Card)**

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

### **3. Terms and Conditions**

#### **3.1. Contract**

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this bid event.

#### **3.2. Contract Documents**

This bid event, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

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

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

#### **3.3. Captions**

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

#### **3.4. Definitions**

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

#### **3.5. Contract Formation**

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

#### **3.6. Statutes**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

#### **3.7. Governing Law**

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

#### **3.8. Jurisdiction**

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution 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 Agreement shall be deemed a waiver of the Eleventh Amendment.

#### **3.9. Mandatory Provisions**

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

#### **3.10. Termination for Cause**

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

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;



- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

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

**3.11. Termination for Convenience**

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

**3.12. Rights and Remedies**

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

**3.13. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

**3.14. Antitrust**

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

**3.15. Hold Harmless**

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

**3.16. Force Majeure**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

**3.17. Assignment**

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

**3.18. Third Party Beneficiaries**

This contract shall not be construed as providing an enforceable right to any third party.

**3.19. Waiver**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

**3.20. Injunctions**

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

**3.21. Staff Qualifications**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

**3.22. Subcontractors**

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

**3.23. Independent Contractor**

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

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

**3.24. Worker Misclassification**

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

**3.25. Immigration and Reform Control Act of 1986 (IRCA)**

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

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

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

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (<http://admin.ks.gov/docs/default-source/ofpm/procurement-contracts/irca.doc?sfvrsn=6>) with the technical proposal.

**3.26. Proof of Insurance**

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

**3.27. Conflict of Interest**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

**3.28. Nondiscrimination and Workplace Safety**

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

**3.29. Confidentiality**

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

**3.30. Environmental Protection**

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

**3.31. Care of State Property**

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

**3.32. Prohibition of Gratuities**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

**3.33. Retention of Records**

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

**3.34. Off-Shore Sourcing**

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

**3.35. On-Site Inspection**

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

**3.36. Indefinite Quantity Contract**

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

**3.37. Prices**

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

**3.38. Payment**

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

**3.39. Accounts Receivable Set-Off Program**

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

**3.40. Federal, State and Local Taxes**

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

**3.41. Debarment of State Contractors**

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

**3.42. Materials and Workmanship**

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

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

**3.43. Industry Standards**

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

**3.44. Implied Requirements**

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

**3.45. Submission of the Bid**

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

**3.46. Inspection**

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

**3.47. Acceptance**

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

**3.48. Ownership**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

**3.49. Information/Data**

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

**3.50. Certification of Materials Submitted**

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

**3.51. Transition Assistance**

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

**3.52. Integration**

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

**3.53. Modification**

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**3.54. Severability**

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

**3.55. Award**

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

**3.56. Accessibility**

The Contractor agrees that the products or services to be provided under this Contract shall comply with applicable state and federal law. This includes Section 508 of the Rehabilitation Act of 1973 and any amendments thereto, (29 U.S.C. & 794d), and the Federal Information Technology Accessibility Initiative (36 CFR 1194). Section 508 is a part of the Rehabilitation Act of 1973 which requires that electronic and information technology (EIT) developed, procured, maintained, or used by the government be accessible to people with disabilities. On August 7, 1998, the President signed into law the Workforce Investment Act of 1998, which includes the Rehabilitation Act Amendments of 1998. Section 508 was originally added to the Rehabilitation Act in 1986; the 1998 amendments significantly expand and strengthen the technology access requirements in Section 508.

Section 508 requires that when agencies develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows employees with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from an agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The State of Kansas accessibility technology information is found at [https://ebit.ks.gov/kpat/policy/IT\\_policy\\_1210](https://ebit.ks.gov/kpat/policy/IT_policy_1210) is a mandate for the contract.

The Contractor is required to self-certify that their products or services are in compliance with Section 508 technical standards. Therefore, the Contractor is required to complete a Voluntary Product Accessibility Template (VPAT) or equivalent qualification. The Contractor shall provide an affirmation of compliance via the VPAT for the Section 508 technical standards at a minimum. (VPAT information is available at <https://www.itic.org/policy/accessibility/vpat>.)

**3.57. Information Security**

The Contractor agrees to follow industry best practices, policies and protocols in regard to security. The Contractor will comply with all laws and regulations applicable to the use and provision of the services and

products. Contractor's security controls must meet all Federal and State of Kansas laws. This includes "K.S.A 50-7a02. Security breach; requirements." Prompt notification will be made to the State of Kansas when any security breach occurs.

The Contractor shall use appropriate safeguards to protect data from misuse and unauthorized access or disclosure, including:

Maintaining adequate physical controls and password protections for any server or system on which the Data is stored, ensuring that Data is not stored on any mobile device (for example, a laptop or smartphone) or transmitted electronically unless encrypted, and taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as allowed under this agreement.

Compliance with federal and local government standards as applicable for FISMA, HIPAA, FTI IRS 1075, SSA, NDMH, PCI, FERPA, COBIT for the sharing of data as applicable. Additional requirements will be needed for Federal Tax Information, Social Security Information, IRS data, HIPPA data, Criminal Justice Information and other unique specifications as designated.

Compliance with all State of Kansas Information Technology Council (ITEC) security requirements defined where applicable for vendors is required. Policy requirements are as follows:

Information Technology Executive Council (ITEC) Policy 7000 Security Series:

<https://ebit.ks.gov/itec/resources/policies>

#### **4. SPECIFICATIONS**

Attorney General Derek Schmidt seeks competitive proposals from companies or individuals interested in developing a mobile app and website that can be utilized by Kansans who have concerns that need immediate crisis response by an appropriate public agency or law enforcement.

Proposals shall provide a description of the applicant's relevant app and website development experience, and applicant's experience in developing mobile apps and/or websites for the State of Kansas or other governmental entities.

Failure to submit all requested information regardless of whether it has been submitted in relation to any other matter may result in disqualification from consideration.

##### **Scope of Services**

The services for which the Office of Attorney General seeks proposals is mobile app and website development. The proposal should include the ongoing support related to the solution(s).

The Attorney General anticipates the Contractor will propose options for how the mobile app and related website and other forward-facing features will appear and ensure it is aesthetically pleasing and user-friendly to all ages. The Contractor shall use professional industry practices in order to deliver a stable solution and enhanced value to the State. The Contractor shall design and develop work that appropriately represents the Office of the Attorney General and brand and create an appropriate user-friendly environment(s). The Contractor shall describe how their mobile app can work in areas where internet connectivity may not be available. The app shall provide push notifications in order to remind users about the app.

Services shall include, but not be limited to, development of the mobile app and website, quarterly reports, testing and training, maintenance, and State user technical support.

The Attorney General may assign Contractor to work with designated staff of the Attorney General's Office. The identity and responsibilities of the designated staff shall be determined solely by the Attorney General. The Contractor will act pursuant to the terms of a signed, written agreement with the Attorney General.

In addition, the Contractor will be required to meet, coordinate with and submit interim reports to the Attorney General and his designee as requested regarding the nature, progress, costs, and extent of the mobile app development.

##### **1. Responsibilities and Tasks**

The State requires a solution that meets the project objectives and functional requirements, including, but not limited to:

- a. Available 24 hours a day, 7 days a week;
- b. Allows tips to be made by mobile app and web browser, regardless of operating system;
- c. Allows tips to be made anonymously;
- d. Allows users to upload photos, videos, and screen shots;
- e. Has the ability to check tips for the same names, aliases and addresses from previously submitted tips;
- f. Provides custom reporting by situation, date, school, status, and outcome;
- g. Allows live anonymous chat with users;
- h. Allows forwarding and notification capability (via text and email) when a user submits a tip;
- i. Assigns various security roles and permissions for administrative users;
- j. Provides security roles and permissions for system administrators;
- k. Allows administrative users to set "do not disturb" times for notifications;



- l. Allows for the creation of scheduled and custom reports based on identified criteria;
- m. Allows for data and report to be downloaded in both .pdf and .csv;
- n. Allows administrative users to send notes and/or notifications to other administrative users within the solution;
- o. Includes comprehensive database of all tips submitted;
- p. Capable of sending customized notifications (not generated by a tip) to appropriate personnel;
- q. Provides a detailed audit report if an administrator views, edits or makes changes to a tip, including, but not limited to updates to status, closes, modifies information, adds/deletes information, or sends information via text or email.
- r. Provides for automated and template responses when tips are received;
- s. Ensures that the proposed solution meets the State of Kansas Accessibility requirements as set forth in in ITEC Policy 1210: Information and Communication Technology Accessibility Standards. The standard is found at: <https://ebit.ks.gov/itec/resources/policies/policy-1210>;
- t. Protects Personal Identifiable Information (PII) data, and ensure compliance with the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Criminal Justice Information Services (CJIS) and any other relevant laws;
- u. Allows for additional forms/functionality to be integrated into the proposed solution;
- v. Allows individuals to submit tips by mobile app and URL (web browser), with the ability to continuously reach the State's Tip Line center;
- w. Possesses a configurable browser design/image customized specifically for the State of Kansas;
- x. Enables anonymous tip submission and confidential storage; and
- y. Allows State users to notify law enforcement, school officials, and/or any other groups as identified by State stakeholders.
- z. Application will connect with a variety of outside entities, such as law enforcement, national suicide hotline, local mental health crisis response teams, etc.

## Required RFP Response Information

Each response to this request for proposal must include the following information:

### **A. Qualifications**

1. Please describe Contractor's knowledge, expertise and experience in website and mobile app development.
2. Has Contractor contracted with the State of Kansas or other governmental entities, including other states, within the past five years?
  - a. If yes, please describe the scope of this work, including:
    - i. the client(s) represented;
    - ii. the type of matter(s) handled.
    - iii. if the Contractor has specifically implemented similar Anonymous Tip Line Solution Software (ATLSS) crisis response apps, please indicate where this occurred, and who the primary contracting partner was and the contact person and contact information for such work.
    - iv. appropriate letters of support for such work.

### **B. Contractor Resources**

1. Please provide a statement of your experience with projects of this nature.
2. For each individual expected to work on the assignment, please provide the following information:

- a. Current resume or biography.
- b. If not otherwise covered in the response to B,1, above, a detailed description of the relevant experience for each individual that is a part of the proposal. This description should include:
  - i. Years of experience;
  - ii. Relevant mobile app development experience;
  - iii. Three references for whom Contractor has provided comparable services.

**C. Required Fee Structure Information**

Professional services of the Contractor will be paid through a negotiated fee rate arrangement.

In Section 5 Cost Sheet, please propose a complete rate schedule and a list of the types of items charged and not charged. The Office of Attorney General is willing to consider alternative fee structures.

Please affirmatively state that you will not assign work to any company or individual outside your firm without express written consent of the Attorney General.

If you have developed apps or ALTSS in other states, or for other governmental agencies, please indicate the complete cost of such work from start to finish, with specific steps covered by such work.

**D. Other Information**

Please provide any other information that you would like the Office of Attorney General to consider with respect to this Request for Proposal.

**E. Proposed Timeline**

The Contractor must specify draft timeline with appropriate detailed and tasks to ensure timely completion. The Attorney General's preferred timeline for all deliverables is December 31, 2020; however, we are willing to consider alternative time schedules that contain needed specification and justification.

**F. Oral Presentation**

Contractor will be required to make a live software demonstration and presentation to Designees of the Office of Attorney General. Live demonstrations and oral presentations are considered part of the Technical Proposal. Contractor must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Contractor's Proposal. The Procurement Officer will notify Contractor of the time and place of oral presentations.

**G. Data**

1. Any data or information created for the development of this app will be held in strictest confidence and will not become the property or intellectual property of any vendor. The State shall solely own any custom solution components developed for the State of Kansas, including, but not limited to application modules developed to integrate with a COTS, source-code, maintenance updates, documentation, and configuration files, when developed under the Contract.
2. Data, databases and derived data products created, collected, manipulated, or directly purchased as part of a RFP are the property of the State. The Office of the Attorney General is considered the custodian of the data and shall determine the use, access, distribution and other conditions based on appropriate State statutes and regulations.
3. Public jurisdiction user accounts and public jurisdiction data shall not be accessed, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of the Contract, including as necessary to perform the services hereunder or (4) at the State's written request.
4. The Contractor shall limit access to and possession of State data to only Contractor personnel whose responsibilities reasonably require such access or possession and shall train such Contractor Personnel on the confidentiality obligations set forth herein.

5. At no time shall any data or processes – that either belong to or are intended for the use of the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
6. The Contractor shall not use any information collected in connection with the services furnished under the Contract for any purpose other than fulfilling such services.

## **Additional Terms and Conditions**

### **1. Required Delivery**

- A. System configuration and setup.
- B. Data migration of existing users.
- C. Develop and implement testing schedule (including, but not limited to load, various workflows, overall solution.).
- D. Launch mobile apps, activate link, and ensure the proposed solution is live to the general public.
- E. Quarterly reports.

### **2. Training**

Contractor shall provide training for administrative users. Contractor shall provide a training program that addresses the training requirements of all defined user types/roles.

The proposed training program shall include at a minimum:

- A. Eight (8) hours of in-person training for administrative users (approximately 30 people) prior to launch.
- B. Online training for any individuals not available during in-person training, covering the same topics as the in-person training.
- C. Supporting documentation including, but not limited to tutorials, and webinars.

### **3. Supplied Hardware, Software, System and Services**

- A. App shall be accessible from various client devices through a Web browser and a program interface.
- B. The State shall be permitted limited user-specific application configuration settings.
- C. Contractor is responsible for the acquisition and operation of all hardware, software and network support related to the services being provided and shall keep all software current.
- D. All upgrades and shall be provided at no additional cost.
- E. Contractor shall price individual software modules separately.
- F. Contractor shall provide fully functional, generally available software and multiple-user licenses for purchase as needed throughout the life of the Contract.
- G. Contractor shall install and provide all documentation for the software furnished under the Contract.

### **4. Required Project Policies, Guidelines and Methodologies**

Contractor shall be required to comply with and acknowledge all applicable laws, regulations, policies, standards and guidelines for Kansas Information Technology projects. Contractor shall review all applicable links provided below and state compliance in its response.

Kansas Information Technology Policies and Guidelines

<https://ebit.ks.gov/itec/resources/policies>

Kansas Information Technology Statutes and Executive Orders

<https://ebit.ks.gov/itec/resources/statutes>

It is the responsibility of the Contractor to ensure adherence to and remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution.

## 5. Product Requirements

- A. Contractor may propose open source software; however, Contractor must provide operational support for the proposed software as part of its Proposal.
- B. Contractor shall be authorized to furnish the proposed goods and services. Contractors proposing to resell services of another entity must be authorized by such other entity.
- C. No international processing for State Data: Contractors are advised that any processing or storage of data outside of the continental United States is prohibited. Contractors must certify that no data will be stored outside the continental United States.
- D. Any Contract award is contingent on the State's agreement, during the Proposal evaluation process, to any applicable terms of use and any other agreement. Such agreed upon terms of use shall apply consistently across services ordered under the Contract.
- E. The Contractor shall not establish any auto-renewal of services beyond the period identified in Contract documents.
- F. The product will have any needed redundancy plans necessary. The Contractor will specify this in proposed plan.

## 6. Maintenance and Support

Contractor's ongoing maintenance and support obligations, are defined as follows:

- A. Software maintenance includes all future software updates and system enhancements applicable to system modules licensed without further charge to all licensed users.
- B. For the first year and all subsequent Contract years, the following services shall be provided for the current version and one previous version of any Software provided with the Deliverables.
  - 1) Error Correction. Upon notice by State of a problem with the Software (which problem can be verified), reasonable efforts to correct or provide a working solution for the problem.
  - 2) Material Defects. Contractor shall notify the State of any material errors or defects in the Deliverables known or made known to Contractor from any source during the life of the Contract that could cause the production of inaccurate or otherwise materially incorrect results. The Contractor shall initiate actions as may be commercially necessary or proper to effect corrections of any such errors or defects.
  - 3) Updates. Contractor will provide to the State at no additional charge all new releases and bug fixes (collectively referred to as "Updates") for any software Deliverable developed or published by the Contractor.
- C. Operations tasks to include virus scans
- D. Activity reporting
- E. User support (Help Desk)
  - 1) Contractor shall furnish Help Desk services for general user/administrator support.
  - 2) Help Desk services are available Monday through Friday 7am-7pm Central Time.
  - 3) Contractor shall utilize a help desk ticketing system to record and track all help desk calls. The ticketing system shall record with a date and timestamp when the ticket was opened and when the ticket was closed.
  - 4) Contractor will specify other Help Desk plans in their proposal.

## 7. Technical Support

- A. "Technical Support" means Contractor-provided assistance for the services or Solution furnished under the Contract, after initial end-user support confirms a technical issue that requires additional troubleshooting capabilities;
- B. Technical Support shall be available during Normal State Business Hours.
- C. Contractor shall return calls for service of emergency system issues within one (1) hour. This could include responding to operation interruption, recovery of information, or other mission sensitive interruptions. Contractor shall affirm understanding that technical support will be available for 24 hours, 7 days a week, 365 days a year during the term of this contract.

- D. Calls for non-emergency service requests will be returned within three (3) hours or immediately the following day if after Normal State Business Hours.
- E. The State shall be provided with information on software problems encountered at other locations, along with the solution to those problems, when relevant to State software.

## REFERENCES

1. NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-mail: \_\_\_\_\_

2. NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-mail: \_\_\_\_\_

3. NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
E-mail: \_\_\_\_\_

5. **COST SHEET**

Contractor Name: \_\_\_\_\_

Please propose a complete rate schedule and a list of the types of items charged and not charged.

The Office of Attorney General is willing to consider alternative fee structures.

**6. Contractual Provisions Attachment**

DA-146a Rev. 07/19

**6.1. Important**

This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision: The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof. The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**6.2. Terms Herein Controlling Provisions**

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

**6.3. Kansas Law and Venue**

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

**6.4. Termination Due to Lack of Funding Appropriation**

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not 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.

**6.5. 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.).

**6.6. 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.



**6.7. Acceptance of Contract**

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

**6.8. Arbitration, Damages, Warranties**

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

**6.9. Representative's Authority to Contract**

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

**6.10. Responsibility For Taxes**

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

**6.11. Insurance**

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

**6.12. Information**

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

**6.13. The Eleventh Amendment**

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

**6.14. Campaign Contributions / Lobbying**

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