

## REQUEST FOR PROPOSAL (RFP)

**Bid Event Number:** EVT0010014

**Replaces Contract:** 47882

**Requisition ID:** 0000051742

**Document Number:** RFX0002511

**Date Posted:** November 19, 2024

**Closing Date:** December 30, 2024, 2:00 PM

**Procurement Officer:** Phillip L Curtis  
**Telephone:** 785-296-2985  
**E-Mail Address:** [phillip.l.curtis@ks.gov](mailto:phillip.l.curtis@ks.gov)  
**Web Address:** <http://admin.ks.gov/offices/procurement-contracts/>

**Agency:** Kansas Department of Administration - OFPM

**Item:** Uniform Shirts

**Period of Contract:** February 1, 2025, through January 31, 2030

**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:** Uniform Shirts  
**Agency:** Kansas Department of Administration - OFPM  
**Closing Date:** December 30, 2024, 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 \_\_\_\_\_

## BIDDER 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

**NOTE:** This requirement is necessary for new users only, current suppliers do doing business with the State do not need to register.

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

### Technical Proposal (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
- \_\_\_\_\_ Certification Of Company Not Currently Engaged In  
The Procurement Or Obtainment Of Certain Equipment, Services, Or Systems
- \_\_\_\_\_ Technical Literature, address Specifications
- \_\_\_\_\_ Completed and signed Event Details document
- \_\_\_\_\_ Any Amendments or Supplemental forms provided
- \_\_\_\_\_ Exceptions to RFP noted, if applicable

### Cost Proposal (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 following the instructions in Section 2 Bid Submissions of the solicitation. Bids must be marked as follows:**

Department of Administration  
Procurement and Contracts  
Proposal #EVT0010014  
Closing Date: December 30, 2024, by 2:00PM (CST)  
900 SW Jackson, Suite 451 South  
Topeka, KS 66612-1286

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

**The Kansas Department of Administration, Office of Procurement and Contracts is currently open to the public and accepting both emailed and hand delivered bids. (Please follow instructions in Section 2.1)**

All emailed bids must be submitted 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 CST.

All hand delivered bids must be received in our office prior to 2:00PM CST on the closing date at the address below to be considered.

Department of Administration  
Procurement and Contracts  
Proposal # EVT0010014  
Closing Date: December 30, 2024, 2:00pm CST  
900 SW Jackson, Suite 451 South  
Topeka, KS 66612-1286

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.

It is the responsibility of the bidder to ensure the bid date and time is met and the **EVT number and company name is included in the subject line of the email**. Bidders are encouraged to submit bids to the above email address no later than 1:45PM on the bid closing date. This allows time for staff to receive the bid and log it into our system prior to the bid closing at 2:00PM.

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

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

**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.

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Signature, Title of Contractor

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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.

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Signature and Date

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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

**REFERENCES**

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

## 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 December 3, 2024, to the following address:

**Phillip L Curtis**

**Telephone:** 785-296-2985

**E-Mail Address:** phillip.l.curtis@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 and mailed to all vendors who received the original request. 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-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: EVT0010014

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 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 Responding Bidders may be obtained in the following manner:

1. Requesting a List of Responding Bidders via E-mail to [tabsheets@ks.gov](mailto:tabsheets@ks.gov) or in writing to the following address. Include the Bid Event number EVT0010014 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.

A Tabsheet may be requested for the bid event listed by emailing [tabsheets@ks.gov](mailto:tabsheets@ks.gov) or by calling 785-296-2376. All other information falls under the Open Records Act and will need to be requested through the Department of Administration's Office of the Chief Counsel, <https://admin.ks.gov/offices/chief-counsel>.

**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

### 2.1. Submission of Proposals

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 **EVT0010014** 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 "EVT0010014 Technical Proposal" and the cost proposal file must be named "EVT0010014 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. **Max email file size is 20MB, several files can be submitted but must be labeled accordingly ( example: Technical 1 of 3, Costs 2 of three, Proprietary 3 of three etc.) All description must also contain the required information as listed above.**

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.

### **Submission of Proposals via courier service**

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

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

- One (1) original and three (3) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents.
- One (1) original and three (3) copies of the Cost Proposal,
- Two (2) 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 #: EVT0010004  
Closing Date: December 16, 2024  
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.

**2.2. Proposal Format**

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

**2.3. 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.

**2.4. 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.

**2.5. 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.



**2.6. Experience**

All bidders are preferred to have a minimum of three (3) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

**2.7. Timeline**

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

**2.8. Methodology**

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

**2.9. 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.

**2.10. 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.)

**2.11. Alternate Proposals/Equivalent Items**

Bids on goods and services comparable to those specified herein are invited. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, shall be returned at bidder's expense, if requested.

The State of Kansas reserves the right to determine and approve or deny "equivalency" in comparison of alternate bids.

**2.12. 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.

**2.13. Unit Pricing**

Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

**2.14. Equipment**

All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid response.

**2.15. 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.

**2.16. Political Subdivisions**

Political subdivisions (City, County, School Districts, etc.) are permitted to utilize contracts administered by the Office of Procurement and Contracts. Please state in the area provided on the Event Details document whether or not you will allow this usage. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The Contractor must deal directly with the political subdivision.

### **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. Breach**

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

**3.16. 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.

**3.17. 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.

**3.18. 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.

**3.19. Third Party Beneficiaries**

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

**3.20. 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.

**3.21. 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.

**3.22. 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.

**3.23. 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.

**3.24. 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.

**3.25. 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.

**3.26. 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.

**3.27. 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.

**3.28. 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.

**3.29. 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.

**3.30. 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.

**3.31. 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.

**3.32. 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.

**3.33. 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.

**3.34. 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.

**3.35. 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.

**3.36. Price Adjustments**

Prices shall remain firm for the first two (2) years of the contract. Request for price increases, after two (2) years, may be submitted at least 30 business days prior to contract anniversary date. 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.

**3.37. 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.

**3.38. Invoices**

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number.
- itemization of all applicable charges; and
- net amount due.

**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 / set off 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. Shipping and F.O.B. Point**

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

**3.42. Deliveries**

All orders shall be shipped within seven (7) days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

**3.43. Charge Back Clause**

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

**3.44. 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.

**3.45. 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.

**3.46. 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.

**3.47. 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.

**3.48. 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.

**3.49. New Materials, Supplies or Equipment**

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

**3.50. Inspection**

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

**3.51. 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.

**3.52. 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.

**3.53. 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.

**3.54. 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.



**3.55. 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.

**3.56. 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.

**3.57. 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.

**3.58. 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.

**3.59. Award**

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

#### 4. **SPECIFICATIONS**

The Kansas Department of Administration Office of Facilities and Property Management (OFPM) is seeking competitive bids from qualified vendors to establish a contract for Uniform Services. Uniform prices are to **be fixed for the first two-year period**. After the initial two-year period, requested **price increases can be submitted 30 days prior to annual renewal dates**.

This bid event is established to provide services for the **Rental and Maintenance of uniform shirts** for the Department of Administration, Office of Facilities and Procurement Management (OFPM), in accordance with the terms, conditions and specifications reflected in this Bid Event. Employees wearing the shirts will be performing task in the areas of maintenance, and custodial duties.

***There is no laundry service required under this contract.***

##### 4.1. **Scope**

- 4.1.1. **Quantity:** The estimated number of employees participating in the program is 140. Each employee will be issued five (5) **brand new shirts**. The staff total may change due to employee turnover during the life of the contract. New shirts for new employee are to be delivered NLT two (2) weeks from the date ordered.
- 4.1.2. **Quality:** The Contractor shall work with OFPM to ensure that the requirements for the uniform shirts are being met throughout the contract period. **All uniform shirts shall be first class in all respects.** Seconds or flawed items will not be acceptable. All materials, supplies and equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery
- 4.1.3. **Annual Inspection:** All leased uniform shirts will be inspected by vendor and OFPM personnel on or about the one (1) year anniversary of the contract to determine conditions of shirts. If determined that the shirts need to be replaced, vendor will replace the shirts, **with new, unused items**. OFPM will have the final determination as to when an article of clothing shall be replaced.

##### 4.2. **Supply Requirements**

- 4.2.1. Polos shall remain the property of the Contractor and shall be of first quality material and workmanship. Items shall be provided on a rental/lease only basis upon written order from an authorized representative of OFPM.
- 4.2.2. All initial and replacement sets of shirts shall be new, unused, first class, free of wrinkles and ready for employees to wear. New or replacement garments found to be unacceptable **will be returned to the contractor for replacement at no charge to OFPM**. There is to be no restocking fee charge when unacceptable shirts are returned for replacement. After the initial/startup order for uniforms, **Polos are to be delivered within two weeks from date they are ordered**.
- 4.2.3. **Delivery:** All garments shall be delivered in a clean, pressed, ready to wear condition on hangers. Folded garments **WILL NOT BE ACCEPTED**. Each garment is to have the employer's and the employee's name identified by a barcode system or approved method that does not show when the garment is being worn. Vendor shall completely describe their identification method in the bid response.
- 4.2.4. Contractor will ensure all employees receive shirts which shall withstand the institutional and industrial use for which these garments are being rented and will be used. Each garment supplied shall bear a colorfast label that clearly indicates the fabric content, size, and manufacturer's name.
- 4.2.5. Immediate credit shall be issued to OFPM for unusable merchandise that is delivered and charged.
- 4.2.6. **Shirt requests:** New employees shall receive new, unused, first class, free of wrinkles and ready to wear shirts. Any clothing once worn by an OFPM employee shall not be re-issued to another OFPM employee. New employee shirts shall be delivered no more than two (2) weeks from the initial date of the request for replacement articles or new issue, with the patches sewn on by the Contractor prior to delivery.
- 4.2.7. Contractor is to supply OFPM with shirts to use for in-house fitting for current and new employees. OFPM requires one (1) each sized XL to 5XL, both regular and tall size, to be provided for these fittings

**4.3. Shirt Maintenance:**

- 4.3.1. Quality of polos is essential due to work environment of our employees. Employees have daily contact with State employees, visitors, and Legislators and appearance is a critical part of their employment. If quality standards can't be maintained throughout the life of the contract, it may be considered as grounds for termination of the contract.
- 4.3.2. The Contractor shall maintain and repair polo shirts to keep them in proper condition and appearance. Contractor will be allowed one (1) week for the return of uniforms being repaired. Polo shirts will be evaluated annually by OFPM to determine if shirts need to be replaced. If it has been determined that shirts are still in good quality standards, the uniform shirts will be evaluated after each subsequent six (6) months. When it is determined that shirts need to be replaced, **those will be replaced with new, unused, first-class shirts.**
- 4.3.3. If shirts are accidentally torn, the Contractor will attempt to sew torn shirts to meet original, new uniform quality standards at no cost. If damage is beyond repair, as determined by OFPM, a **new shirt** will be issued. Patching of shirts will not be permitted.
- 4.3.4. All shirts, when delivered, shall be clearly marked for the employee to whom the shirts have been issued. Upon the issuance of new uniforms, the Contractor shall provide the OFPM representative an inventoried list of garments issued to each employee, reflected by crews and building locations. This list shall contain the barcode number of each garment issued, and the date issued. Any time a shirt is replaced for an employee, a new inventoried list shall be provided. The purpose of this inventory list is to accurately account for all garments issued to an employee and to maintain an agreement between the Contractor and OFPM on the number articles being placed into service and the monthly leasing cost.
- 4.3.5. In the event rental garments are lost or destroyed while in the possession of an OFPM employee, the agency will pay the Contractor for the articles that have been lost or destroyed according to the **replacement cost indicted on the Cost Sheet.**
- 4.3.6. Initial deliveries shall be made at the following locations in Topeka, KS:


Statehouse	300 SW 10 <sup>th</sup>	Topeka, KS
Landon State Office Building	900 SW Jackson	Topeka, KS
Curtis State Office Building	1000 SW Jackson	Topeka, KS
Kansas Judicial Center	301 W. 10 <sup>th</sup>	Topeka, KS
Eisenhower State Office Building	700 Harrison	Topeka, KS
KDHE Lab	1115 SW Harrison St.	Topeka, KS
- 4.3.7. Changes to quantities and buildings. Due to reorganization and new buildings coming online over the next year in the Capital Complex, OFPM reserves the right to negotiate with awarded contractor to update uniform needs as needed. Anticipated changes will be to add Docking State Office Building, 915 SW Harrison St. to service areas.
- 4.3.8. Subsequent pickup and drop-offs will be delivered to the OFPM's Deputy Director, Building Services Manager, Room 1210, ESOB, 700 Harrison St, Topeka, KS, 66603.
- 4.3.9. Payments to the Contractor for the service covered under this contract shall be made upon receipt of monthly itemized statements and invoices. Monthly invoices must contain the following:

- Dates of charges
- Person to be contacted for invoice questions. Both name, phone number and email address
- Leasing costs broken out by in-house account number by building
- Contractor account number
- Charges for billing period that are not part of this contract with brief description of charges
- OFPM is exempt from State Tax. State tax exemption form will be provided to new contractor.
- Monthly invoice is to be emailed to [Christie.Green@ks.gov](mailto:Christie.Green@ks.gov) by the first of new month.

- 4.3.10. The Department of Administration, OFPM reserves the right to either add or delete uniform articles from the contract at any time within five (5) day written notice to the Contractor. All additions or deletion requests shall be in writing.
- 4.3.11. In the event an item is discontinued, the Contractor shall work with OFPM to come to agreement on a suitable replacement item. If agreement cannot be reached, contract may be terminated.

**4.4. Uniform Specifications. Final selection will be coordinated with new contractor using samples and/or catalog from the contractor.**

- 4.4.5. Polo style: Short sleeve, hemmed bottom for wearing shirts tucked/untucked. Matching flat-knit collar. Contrast color neck tape. Contrast inner placket. Contrast piping at front and back shoulders and sleeves. Contrast double-needle decorative stitching. Single pocket left breast side.
- 4.4.6. Color/fabric weight: To be determined based on selection.
- 4.4.7. Samples: After awarding of contract, vendor will be required to provide samples of available polos to demonstrate fabric weights, various fabrics/materials, colors, and styles. Pictures and verbal descriptions are to be submitted during bid submission.
- 4.4.4. Sizes required to be available: XS – 5XL *Regular and tall sizes*.
- 4.4.5. Embroidered: Rented polo shirts will need the two labels; one over the left pocket and one over right breast with the employees name and name of the agency/department. Exact wording shall be determined after award; no logo is required, simply embroidered lettering. Label will be sewn on one (1) inch above the pocket. All embroidery will be completed by the Contractor, as specified, prior to delivery.

5. **COST SHEET**

Bidder Name: \_\_\_\_\_

**Costs per Polo:**

Weekly Inventory Charge, Short Sleeve Shirts:           \$\_\_\_\_\_ per shirt/week

Upcharge (if any) for big/tall sizes:                         \$\_\_\_\_\_ per shirt/week

Replacement cost for lost/destroyed shirt:                 \$\_\_\_\_\_ per shirt

Embroidery Charge per item:                                     \$\_\_\_\_\_ per shirt

Additional Costs (if any): \_\_\_\_\_

**6. Contractual Provisions Attachment**

DA-146a Rev. 07/19

**6.1. Important**

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.