

Office of Procurement and Contracts
900 SW Jackson St., Room 1001 North
Topeka, KS 66612



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

Adam Proffitt, Secretary
Todd Herman, Director

Laura Kelly, Governor

INVITATION FOR BID (IFB)

Bid Event Number: EVT0010895
Requisition ID: 0000002534
Document Number: IFB0001864
Replaces Contract: 53291
Date Posted: July 30, 2026
Closing Date: August 26, 2026, 2:00 PM CST
Procurement Officer: Michelle Brown
Telephone: 785.296.2401
E-Mail Address: michelle.r.brown@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-contracts>.
Agency: Kansas Secretary of State
Item: Kansas State Flags
Period of Contract: Date of Award through September 30, 2028
(With the option to renew for 2 additional 12-month periods)
Bid Guarantee: No monetary bid guarantee required.

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-contracts>.

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

Questions/Addenda: Questions requesting clarification of the bid must be submitted in writing to the Procurement Officer indicated above:

Before the end of the day, on Thursday, August 6, 2026

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>.

- Mandatory Bidder Registration with the State of Kansas must be approved before the bid closing date for the company name and tax number submitted on Page 3 (Signature Sheet) of this document.
- The bidder registration requirement should only be completed once; Please contact the Procurement Officer listed above for verification. If you are not a registered bidder/vendor with the State of Kansas, the procurement officer will send you registration instructions.
- Please email the Procurement Officer listed above to request the company's invitation to bid
- Bids may be submitted to procurement@ks.gov prior to, but no later than, 2:00PM CST on August 26th, 2026.

Failure to complete bidder registration prior to bid closing or failure to submit the proposal(s) by the 2:00PM CST deadline will result in rejection of the bid.

Vendor Bid Submission

The Kansas Department of Administration, Office of Procurement and Contracts is currently open to the public and accepting both emailed and hand delivered bids.

All emailed bids must be submitted to 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.

Please note that you will receive an email that your documents were received, if you do not receive an email there may be an issue, please call 785-296-0002 to confirm that your bid package was received electronically.

Vendor Response Checklist (IFB)

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.

THE FOLLOWING INSTRUCTIONS AND FORMS MUST BE COMPLETED AND SUBMITTED WITH YOUR BID RESPONSE

If you do not submit all bid documents listed below it may result in the rejection of the proposal

_____ Completed Bidder Registration submitted **prior to bid submission.**

Required Bid Document

*****NO PRICING IN THIS DOCUMENT*****

_____ Completed and signed **Signature Sheet** / **page 3** of this document

_____ Completed **Immigration Reform and Control Certification** / **page 4** of this document.

_____ Completed **Sexual Harassment Form** / **page 5** of this document.

_____ Completed **Boycott of Israel** / **page 6** of this document.

_____ Completed **Certification of Procurement** / **page 7** of this document.

_____ Completed **Tax Clearance Certificate** / instructions located **page 8** of this document.

_____ Signed Copy of any **Amendment(s)**, if applicable/ **Located on the Bid Solicitation Website - [State of Kansas - Bid Solicitation](#) - Under EVT0010895**

_____ Completed and signed **Event Details** document / **Located on the Bid Solicitation Website - [State of Kansas - Bid Solicitation](#) - Under EVT0010895**

_____ Any other documentation bidder wants to include *****DO NOT INCLUDE PRICING*****

Required Cost Sheet Documents

_____ Completed **Cost Sheet** / **pages 23** of this document.

_____ Any other documentation bidder wants to include.

NOTE: In order to properly and completely respond to this Proposal, bidders **MUST** carefully review **ALL** sections and respond as required.

SIGNATURE SHEET

Item: Kansas State Flags
Agency: Kansas Secretary of State
Closing Date: August 26, 2026, 2:00 PM CST

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 _____

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 _____

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 _____

**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
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Printed

Name of Company

**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 terrorism¹.

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

¹ 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-of-terrorism/>

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

Contractors must submit a current Tax Clearance Certificate along with the signed Renewal Document. No renewal will be processed unless a current Tax Clearance Certificate is submitted.

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>

Electronic Payment Requirement with Hardship Exception

All payments due under this Agreement shall be made via electronic funds transfer (EFT) to the account designated by the receiving party. The State shall bear any fees associated with the transfer. Payment shall be deemed complete upon receipt by the receiving party's financial institution. The receiving party agrees to complete the State's DA-130, Authorization for Electronic Deposit of Supplier Payment, through a DocuSign process within 14 days of the receipt of the electronic form.

Notwithstanding the foregoing, if the receiving party determines that electronic payment would create a financial or operational hardship, the receiving party may request the State to make payment by alternative means. Such request must be submitted in writing and approved by the State, which shall not unreasonably withhold consent.

Such request should be sent to:

Kansas Department of Administration
Procurement and Contracts
900 SW Jackson, Room 1001 North
Topeka, Kansas 66612-1286

1. **Bidding Instructions**

1.1. **Bid Event ID / Reference Number**

The Bid Event ID / Number has been assigned to this bid event and MUST be shown on all correspondence or other documents associated with this bid event and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

Michelle Brown
Telephone: 785.296.2401
E-Mail Address: michelle.r.brown@ks.gov

Kansas Department of Administration
Procurement and Contracts
900 SW Jackson, Room 1001 North
Topeka, KS 66612-1286

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

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 August 06, 2026, to the following address:

Michelle Brown
Telephone: 785.296.2401
E-Mail Address: michelle.r.brown@ks.gov

Kansas Department of Administration
Procurement and Contracts
900 SW Jackson, Room 1001 North
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-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. **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, Room 1001 North
Topeka, Kansas 66612-1286

RE: EVT0010895

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

1.5. Cost of Preparing Bid Response

The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, and other costs associated with this IFB.

1.6. Bid Response Format

Bidders are instructed to prepare their Bid Response following the same sequence as the sections of the IFB.

1.7. Preparation of Bid Response

Prices are to be entered in spaces provided herein. Computations and totals shall be indicated where required. The State has the right to rely on any price quotes provided by bidders. The vendor shall be responsible for any mathematical errors in pricing. The State reserves the right to reject bid responses which contain errors.

1.8. Signature of Responses

Each bid event response shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title.

1.9. Bid Disclosures

Bid results will not be given to individuals over the phone. Results can be obtained by attending the public bid opening. If unable to attend the public bid opening, bid tabulations can be obtained by sending an e-mail to tabsheets@da.ks.gov or writing to:

Kansas Procurement and Contracts
Attn: Bid Results
900 SW Jackson, Room 1001 North
Topeka, KS 66612-1286

Please reference the Bid Event number on the request. There is no charge for individual tabsheets.

Copies of individual bid responses may be obtained under the Kansas Open Records Act by calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the bid file. Upon receipt of the funds, the documents will be mailed. Information in bid files shall not be released until a contract has been executed or all bid responses have been rejected.

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. 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.

1.15. Reviews and Hearings

The Contractor agrees to advise the Director of Purchases of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Purchases. The State has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

1.16. Criminal or Civil Offense of An Individual or Entity that Controls a Company or Organization or will Perform Work Under this Contract

Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. 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 disqualification of the bid or termination of the contract.

1.17. Notice of Award

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

1.18. 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

The Kansas Department of Administration, Office of Procurement and Contracts is currently open to the public and accepting both emailed and hand delivered bids.

All emailed bids must be submitted to 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.

Please note that you will receive an email that your documents were received, if you do not receive an email there may be an issue, please call 785-296-0002 to confirm that your bid package was received electronically.

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 # EVT0010895

Closing Date: August 26, 2026, at 2:00pm CST
900 SW Jackson, Room 1001 North
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 CST.

Invitation for Bids (IFB), Requests for Quotations (RFQ) and A-Bids (ARCH) submissions will be publicly read as needed via telecom on the specified Bid Event Closing date beginning at 2:30pm CST.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 251 517 806 960

Passcode: n7Dv2M

Dial in by phone

[+1 785-414-8630](tel:+17854148630), [780766580#](tel:+1785766580) United States, Topeka

[Find a local number](#)

Phone conference ID: 780 766 580#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Tab sheet requests for Invitation for Bids (IFB), Requests for Quotes (RFQ) and A-Bids (ARCH) can be requested by emailing tabsheets@ks.gov. Please include the EVT or A-Bid number on your request. Tab sheets will be emailed within five (5) business days of the request.

NOTE: In order to respond to this Invitation for Bid, 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>

2.2. 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.

2.3. 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.

2.4. 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.

2.5. Technical Literature

All responses shall include specifications and technical literature sufficient to allow the State to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature it must be supported by additional documentation and included with the response. Responses without sufficient technical documentation may be rejected.

2.6. Documentation

Examples of documentation delivered by the manufacturer with purchase of items shall be included. Contractor must be able to deliver additional copies (beyond the bid response set) of documentation on an immediate basis for use in the evaluation process. Within the section, bidders may use any format. Include detailed, standard, published literature describing each equipment item and feature offered.

If asked, bidders shall deliver additional copies of bid response documentation immediately. Within the section, bidders may use any format. Include detailed, standard, published literature describing each item and feature offered.

2.7. Computer Hardware / Equipment

All offered 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.

2.8. Hardware / Software Upgrades

Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

2.9. 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.

2.10. Evaluation of Bids

Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery and other conditions imposed by this bid event. Award will be by line item, group totals, or total lot, whichever is in the best interest of the State of Kansas.

2.11. Certification of Specifications Compliance

By submission of a response and the signatures affixed thereto, the bidder certifies all products and services proposed in the IFB meet or exceed all requirements of this specification as set forth in the IFB.

2.12. 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. 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.

3.5. 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.

3.6. 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.

3.7. 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.

3.8. Mandatory Provisions

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

3.9. 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.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. 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.

3.14. 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.

3.15. 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. 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.

3.17. Third Party Beneficiaries

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

3.18. 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.

3.19. 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.

3.20. 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.

3.21. 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.

3.22. 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.

3.23. 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.

3.24. 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.

3.25. 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.

3.26. 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.

3.27. 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.

3.28. 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.

3.29. 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.

3.30. 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.

3.31. 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.

3.32. 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.

3.33. 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.

3.34. 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.

3.35. Payment

Unless specified otherwise, 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 vendor 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.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

3.36. 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.

3.37. 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.

3.38. 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.

3.39. Deliveries

All orders shall be shipped within 10 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.

3.40. 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.

3.41. 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. 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.

3.47. Inspection

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

3.48. 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.

3.49. 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.

3.50. 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. 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.

3.52. 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.

3.53. 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.

3.54. Award

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

4. SPECIFICATIONS

Kansas State Flags

Kansas Secretary of State is seeking competitive bids for the purpose of supplying Kansas State Flags.

Contract Term: Date of Award through September 30, 2028, with the option to renew for two (2) additional 12-month periods.

The contract/pricing will not be available to political subdivisions of the State of Kansas.

Description: Flag color scheme and design must match flag specification according to Kansas Statutes Annotated 73-702. Statute can be found at KSlegislature.gov (see attachment A for complete details)

Specifications:

- Flags are to be made in the USA and preferred Flag Manufacturer Association of America certified.
- Flag samples must be submitted and received at no expense to Kansas Department of Administration, Office of Procurement and Contracts, 900 SW Jackson, Room 1001 North, Topeka, KS 66612-1216 for approval by the Kansas State Secretary Office at the time of bid submission. If vendor requires sample to be returned, flag samples will be returned at vendor's expense.
- All flag sizes must remain consistent with printing requirements. Includes identical printing colors on all flags. Flags that do not meet specification will not be accepted and will be returned at vendor expense.
- Nylon Flag, 100% Heavy Duty, 1 x 2 Ply – Outdoor Type Construction with Grommets
 - **3' x 5' Kansas State Flag – Individually Boxed
 - 4' x 6' Kansas State Flag – Individually Boxed
- Polyester Flag, 2 Ply Open Weave Outdoor Type Construction with Grommets
 - 3' x 5' Kansas State Flag – Individually Boxed
 - **4' x 6' Kansas State Flag – Individually Boxed
- **Denotes the sample flag that is required to be submitted with bid to be considered. (one (1) each)

Sample Requirement: Samples must be submitted with the bid response to be considered for award. Failure to provide the required samples by the bid closing date may result in the bid being deemed non-responsive.

The following samples are required:

- **One (1) 3' x 5' Kansas State Flag**
 - Individually boxed
 - Nylon
 - 100% heavy-duty, 1-ply or 2-ply outdoor construction
 - Equipped with grommets
- **One (1) 4' x 6' Kansas State Flag**
 - Individually boxed
 - Polyester
 - 2-ply open-weave outdoor construction
 - Equipped with grommets

Quantities: Any contract entered into will be of the "open-end" type. The contractor will deliver such quantities as may be ordered, and the quantities ordered will be those actually required during the contract period. The State will be liable only for such quantities as are actually ordered by PO and delivered.

Shipping: Bid prices shall be F.O.B destination, delivered to agency's ship to address within (10) working days.

5. COST SHEET

Contractor Name: _____

All pricing listed below shall be all-inclusive and include all shipping, handling, delivery, and any other applicable charges. No additional fees will be accepted.

Nylon Flag: 100% Heavy Duty, 1 x 2 Ply – Outdoor Type Construction with Grommets

Size:	<u>Price</u>
3' x 5' Kansas State Flag (Individually boxed)	\$ _____
4' x 6' Kansas State Flag (Individually boxed)	\$ _____

Polyester Flag: 2-Ply Open Weave Outdoor Type Construction with Grommets

Size:	<u>Price</u>
3' x 5' Kansas State Flag (Individually boxed)	\$ _____
4' x 6' Kansas State Flag (Individually boxed)	\$ _____

Verification:

Flags are made in the USA	_____ Yes	_____ No
FMAA certified	_____ Yes	_____ No

Delivery Lead Time (Calendar Days ARO): _____

- Shipping: Bid prices shall be F.O.B destination, delivered to agency's ship to address within (10) working days.

*Flags that do not meet color specifications will not be accepted and will be returned at vendor expense.

*Bidder must complete the bid cost sheet as listed above. Vendor quotes will not be accepted in place of the bid cost sheet.

Federal, State and Local Taxes: Unless otherwise specified, the contracted price shall include all applicable federal, state, and local taxes. The vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this bid event. 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 bid price. Upon request, the State shall provide to the vendor 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 vendor.

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.