

REQUEST FOR PROPOSALS
To Provide Software and Hardware for the Virtual
Statehouse Project
For the Kansas Legislature

Issuance Date: September 25, 2020

Proposal Due Date: October 7, 2020

Prepared by:
Kansas Legislative Office of Information Services

Objective: The Kansas Virtual Statehouse project will allow the public to participate in the Kansas Legislative process from anywhere in the state using virtual technologies. The virtual technologies will create a secure environment that will allow legislators, staff, and the public to interact from any location using video, audio, and shared computer screens. The Statehouse Chambers and Committee rooms will be equipped with professional video conference systems that will enhance transparency and meet accessibility standards. This will allow remote testimony from anywhere connectivity and the technology is available. The video and audio of video conferences will be streamed to the public network for unlimited public viewing along with other legislative proceedings under existing or future streaming services utilized by the Legislature.

General Requirements: These general requirements apply to all products obtained under this lease.

At the request of the Kansas Legislative Office of Information Services (KLOIS), the Vendor will supply a sample model of the proposed equipment, including hardware and software. Each sample unit will be tested on the legislative network with integration to existing legislative standard software and systems.

Maintenance for all products under the lease will be on-site, next business day throughout the maintenance period. The staff of KLOIS desires privileges to swap parts as necessary to keep critical computers operational. State the terms and conditions for granting these privileges. A minimum 3-year maintenance period should be included.

The Virtual Statehouse systems will integrate with the existing Biamp Tesira and BSS audio systems. The software will integrate with the KLISS legislative committee and chamber systems for meeting agendas and conferee testimony. This can be as simple as links to meeting agendas published on the legislative website or the integration can use the published KLISS API. The API can be found here: <http://www.kslegislature.org/klois/Pages/RESTianAPI.html>

Vendors may respond with proposals for specific components of the Virtual Statehouse project without responding with proposals for the full systems. For example, a vendor may propose a solution for meeting management software or accessibility software, without including a solution for public access to the meetings. Preference will be given to proposals that provide full solutions for the Virtual Statehouse project.

RFP responses must indicate clearly whether each and every specification is met or unmet. Explanations that assist in the clarification of responses are desired.

Pricing/costs of the proposal shall be separated from the rest of the response. Please attach the pricing/cost information to the response in a sealed envelope. Digital responses should include the pricing/cost information in a separate file.

The Kansas Legislature will accept proposals until 2 PM CDST, October 7, 2020.

Basic Information for Respondents

A. Background.

This Request for Proposal (RFP) solicits proposals to provide a system that will allow the public to participate in the Kansas Legislative process from anywhere in the state using virtual technologies and allow legislators to participate in legislative proceedings remotely.

During the 2020 Legislative Session, the Kansas Statehouse was temporarily closed due to the COVID-19 pandemic in March, 2020. Legislative Committees continued to meet, however, from March through May 2020. These meetings were conducted using online video conferencing systems that allowed individuals to connect on personal devices such as laptop computers and mobile phones. In June of 2020 the Statehouse reopened and meetings were then allowed in committee rooms but some participants still connected to the meetings remotely. There are significant challenges attempting to use devices intended for an individual in a large room setting, such as using large monitors on mobile stands and no room audio integration.

We now foresee the continued need of virtual technologies for the Kansas Legislature due to the current COVID-19 pandemic and the desire to allow for more participation and transparency in state government.

The work of the Legislature is time-sensitive and varied in nature; as a result, this project has an aggressive schedule to implement a system for the start of the 2021 Legislative Session. The specific requirements will be described in more detail later in this request.

B. Acronyms and Specialized Terms

LCC. The *Legislative Coordinating Council* has general authority over all legislative services and comprises the President, Majority Leader, and Minority Leader of the Senate; and the Speaker, Speaker Pro Tem, Majority Leader, and Minority Leader of the House of Representatives.

Procurement Negotiating Committee (PNC). The *Procurement Negotiating Committee (PNC)* consists of the Legislative Chief Information Technology Officer, Director of Technical Services, and an attorney from the Revisor's Office. The PNC conducts negotiations and makes the final award based on the best interests of the State.

C. Communications Related To This RFP

From the issuance date of this RFP until a vendor for the requested goods and services is selected and contract negotiations commenced, respondents are not allowed to communicate with any Legislative staff regarding this procurement except for the contact listed below. Violation of this provision may result in the rejection of respondent's proposal.

Questions about this solicitation should be addressed in writing to:

Terri Clark, Director of Technical Services

300 SW 10th, Room 63-W Statehouse
Topeka KS 66612
785-296-5433
terri.clark@las.ks.gov

We strongly recommend that written questions be transmitted by e-mail to assist in expedited responses. [All communications prior to a formal declaration of start of negotiation will be documented and given to all members of the PNC.](#)

The LCC reserves the right to amend or cancel this solicitation at any time. The LCC also reserves the right to refuse any and all proposals and portions of proposals submitted in response to this solicitation.

Proposal Requirements

A. Proposal Acceptance Guidelines

The following conditions are necessary for any proposal to be accepted for consideration:

Eligibility.

Proposals submitted in response to this request may be submitted by any individual or entity with the ability to provide the requested goods and services. The person who signs the proposal must be an authorized representative of the entity submitting the proposal.

Content.

Proposals must follow the outline described in the “Instructions to Respondents” section later in this solicitation. Adherence to a standard format will allow the PNC to quickly and easily identify elements for evaluation. Failure to follow the required format may result in rejection of the proposal. Proposals that simply restate the RFP's requirements or simply indicate that the specified goods or service will be provided will not be considered responsive and may be rejected. The LCC will reject conditional or incomplete proposals or proposals that contain irregularities in content or procedure. Proposals that, in the opinion of the PNC, are not specifically responsive will be rejected. Oral responses will not be accepted.

Deadline for Submission.

In order for proposals to be considered, the signed original proposal and 3 digital copies of the signed original must be received at the location specified below, on or before 2:00 p.m. (CDST), October 7, 2020.

Proposals must be delivered to:
Alan Weis, Legislative Chief Information Technology Officer
Legislative Office of Information Services
Kansas Statehouse, Room 63-W
300 SW 10th Avenue
Topeka, Kansas 66612

The Legislature reserves the right to postpone the deadline, in which case notification will be distributed in the same manner as the original RFP.

B. Vendor/Contractor Guarantees

Prices.

The successful proposal may become part of the purchasing contract. All prices quoted in the proposal must be firm on the basis of services and products offered and must be valid for at least 60 days from the time of submission of the proposal.

Conflict of Interest.

All proposals must include certification that any prices presented in the proposal were arrived at without any conflict of interest. For purposes of this certification, a conflict of interest would exist if prices were not arrived at independently and without collusion, consultation, communication or agreement with any other respondent, competitor, or public officer regarding

any matter material to those prices. If a conflict of interest is detected at any time during the period of the contract entered into as a result of this RFP, the contract will be declared null and void and the respondent must assume all costs of the project until such time as a new vendor is secured.

Performance.

Respondents must guarantee that all goods and services offered in response to this solicitation will perform according to the specifications and provisions of the solicitation. Respondents must identify whether any guarantees are conditional and clearly state such conditions.

Payment tied to performance

Respondent must self-finance Respondent's total cost of performance under any contract entered into as a result of this RFP. Any contract entered into as a result of this RFP will include provisions allowing the State of Kansas to payments for Respondent's failure to provide products or services as required by the contract until such non-performance is rectified.

C. Legal Requirements

Contractual Provisions Attachment.

Any contract entered into for provision of goods or services will include the Contractual Provisions Attachment (Attachment A).

Open Records.

All proposals and supporting documentation submitted by respondents become the property of the LCC and pursuant to state law will be open to public review after contract signing or rejection of all proposals. Any documentation accompanying the proposal that the respondent considers proprietary or confidential must be clearly marked as such. Cost data cannot be considered proprietary or trade secret information.

D. Proposal Review and Contract Negotiation

Waiver of Requirements.

The LCC may waive a proposal's deviation from the requirements of this RFP but any such waiver will not constitute a modification of the RFP requirements nor will such waiver excuse any respondent from full compliance with any contract entered into as a result of this RFP.

Additional Information.

The LCC may request additional information as needed from any respondent who submits a proposal. If additional information is requested from a respondent, the LCC is not required to request the same information from all respondents.

Notice.

If this RFP is amended or canceled, or if additional information is provided by the LCC (or the PNC on the LCC's behalf) to clarify the RFP, notification of how to obtain the information will be distributed in the same manner as the original notice. Verbal communication regarding the RFP will not override written communication. All respondents must acknowledge in the proposal receipt of any addenda to this RFP or any additional information from the LCC or the PNC.

Failure to include such acknowledgment in the proposal may result in rejection of the proposal.

Final decision.

The final decision for securing goods and services described in this proposal will be made by the LCC. The LCC reserves the right to negotiate all elements of any proposal submitted in response to this request. Any such negotiations may include, but not be limited to, prices, scope of services, payment schedules, penalties, and means of providing the services. In particular, the LCC reserves the right to change the mix of units required, based on the cost, functionality, capacity, speed, and other factors described in the proposals, with the understanding that such changes may affect the total lease cost. The contract resulting from these negotiations may include this RFP, the respondent's proposal, and all matters agreed to by the LCC and the respondent. Negotiated contract provisions will prevail in the event of conflicting provisions in the other documents.

Withdrawal of Proposals.

Any proposal may be withdrawn in its entirety by the respondent. Any such request for withdrawal must be made in writing and signed by the person or persons who signed the proposal. No portion of a withdrawn proposal will be considered for any aspect of the project described in this RFP.

Costs Related to Preparing Proposal.

Costs directly or indirectly related to preparation of a response to this request, including any required demonstration, are entirely the responsibility of the respondent and are not chargeable, in any manner, to the State of Kansas.

Instructions to Respondents

A. Proposal Format and Contents.

Cover Sheet

The cover sheet for vendor proposals must be in the following format and contain the following information:

Cover Sheet

Proposal to Lease Computers with Maintenance and Support

Submitted to:

Kansas Legislative Office of Information Services

300 SW 10th, Rm. 63-W

Topeka, KS 66612

ATTN: Mr. Alan Weis

Date Mailed or Delivered: _____

Submission deadline: 2:00 PM CDST, October 7, 2020

Respondent's name (if an individual) or firm's name:

Signature of Respondent's Contact Person with authorization to enter into contract:

Signature: _____

Name (printed/typed) _____

Title _____

Address _____

Phone _____

E-mail _____

Table of Contents

All proposals shall have a table of contents to assist reviewers in their evaluations.

Proposal Introduction

This section must contain an introduction to the proposal and a statement of the project as the vendor understands it. While the section should be brief, vendors should provide sufficient information to demonstrate they have read the RFP and related document and understand the intent, scope, and importance of the project.

Corporate Background and Experience

This section should state the background and experience of the individual or corporation submitting the bid in providing computers, support and maintenance. This section must include a copy of the company or individual's most recent independent financial audit and a list of customers who have obtained substantially similar goods and services from the respondent. The list of customers must include contact information for a person familiar with the goods and services provided by the respondent. The LCC may contact any or all of the customers listed in the proposal or other customers the LCC becomes aware of through its own efforts.

Responses to all Specifications

This section must contain the vendor’s specific response to each and every item listed in the “Specifications” section. The format for each response should be (1) a restatement of the requirement, (2) a definitive statement of whether the vendor's proposed hardware or services meet the requirements and specifications, and (3) a narrative description of how the vendor's proposed hardware or services meet the requirements and specifications. In any case where the requirement as written cannot be met, the bidder may propose an alternative, but such responses must state that the response does not meet the requirement as written. The responses must take the format of the following **example**:

Function	Example 1	Example 2
Maintenance	2 business day on-site response through term of lease YES, the solution in this proposal meets this requirement. Our technicians are stationed in Kansas City and can be on site within 8 hours.	4 hour on-site response through term of lease NO, the solution in this proposal does not meet this requirement. Our ABC technicians are stationed in Kansas City and can be on site within 8 hours, but not always within 4 hours. 4-hour response time can be negotiated at a higher price (with our maintenance staff) or you may contract independently with a local ABC-approved service firm. A list of approved service providers is included in this proposal as Attachment X.

Proposed Project Staff and Project Organization

This section should state in detail the qualifications of the persons whom the vendor proposes to assign to work on the Legislature's computer implementation project. In particular, it will be important to provide detailed information on the persons with whom we anticipate having the greatest contact during the implementation project:

- The Project Manager or Contact Person
- The Contract Negotiator
- The Technical Support team, etc.

Proposed Detailed Implementation Schedule

The proposed project schedule for the acquisition, negotiation and implementation of computers is:

- September 25, 2020 - Legislature issues RFP
- October 7, 2020 - Vendor responses due
- October 13, 2020 - Preliminary vendor identified
- October 30, 2020 – Contract negotiations complete, contract signed
- November 16, 2020 – Initial hardware and software delivered to the State Capitol
- December 1, 2020 - Legislature completes testing, accepts or rejects system
 - If system is accepted, schedule user training and Go Live
 - If rejected, the schedule deviates at this point to contact alternate vendor
- December 28, 2020 – User training complete
- December 29, 2020 – Systems go live in legislative committee rooms and Chambers

Vendors must state in their response whether or not this implementation schedule can be met. Deviations from this schedule must be identified and a vendor-proposed schedule submitted.

Proposed Cost for Good and Services

Costs shall be presented in the format below. This cost information shall be placed in a sealed envelope and included with the response.

TOTAL PROPOSAL (all machine classes combined)

Vendor Name: _____

Cost of hardware (include all boards, drivers, accessories, controllers, or other extras required to meet specifications): \$ _____

Cost of software (include all licensing, integration, or other extras required to meet specifications): \$ _____

Cost of integration with existing audio systems, other systems: \$ _____

Cost of consulting and professional services: \$ _____

Other up front costs (specify) \$ _____

Total initial costs \$ _____

Annual maintenance cost \$ _____

Other annual costs (specify) \$ _____

Total annual payment \$ _____

Vendors are reminded that the State of Kansas does not pay sales or property taxes and is not required to purchase insurance. Vendors should remember that these expenses will be their responsibility and factor such into their monthly cost calculations. Vendor financing is preferred. Third party financing is discouraged.

Explanatory Notes to Cost Items

Additionally, vendors shall provide a copy of the proposed sample lease contract with the response. Negotiation of lease terms will begin with the sample contract. The sample contract shall contain all of the terms and conditions of the lease including termination provisions, options to upgrade prior to the expiration of the lease, provisions to prepay maintenance or other costs and any discounts offered if such prepayments are made.

Proposal for Additional or Enhanced Goods and Services

Vendors may submit detailed proposals for additional or enhanced products and services. In particular, proposals for additional or enhanced technology solutions or for “value-added” services are encouraged. These submissions should be limited to those products and services that relate to the operations and business requirements of the Kansas Legislature. They should relate to the products and services requested in this request, and should integrate into and enhance the functionality of the solution proposed by the vendor. Enhanced goods and services are those that exceed the minimum requirements stated in this RFP. Proposed additional or enhanced goods and

services must be described in completely separate operational, technical, and cost sections from those required by this RFP.

Respondents may wish to use the checklist in Attachment B to help ensure that their proposals are complete.

B. Evaluation Criteria

Experience.

Persons or entities with previous, verifiable experience and acceptable performance records as providers of computers and maintenance services will be given preference in the selection process.

Required Elements.

For purposes of evaluating proposals, each specification identified in this RFP is considered a strongly preferred, but not mandatory, requirement for vendor proposals. Preference will be given to those units that most closely match the specification, or that provide the most critical functions.

Scoring of Proposals.

The Technical Evaluation Advisory Team will be selected from KLOIS staff. Members of the Technical Evaluation Advisory Team will assess each proposal and assign a "0" (meaning the specification requirement does not appear to be met) or a "1" (meaning the specification requirement appears to be met) or a "2" (meaning the requirement appears to have been exceeded). The reviewer is required to explain the reasons for the score. A composite score will be developed for each proposal by each reviewer. Once all proposals are evaluated individually, the Technical Evaluation Advisory Team will develop a final composite score for each proposal. These evaluations will be considered by the PNC in making a determination of the "best interest of the State". The costs of the proposal in the sealed envelope will not be evaluated until after the scoring of the requirements has been completed.

Demonstration.

The process of evaluating respondent responses may include a test of the hardware and software proposed. If requested, the respondent must supply a test unit of the hardware and software proposed. The respondent will configure the unit(s) with all the necessary components and software installed. Each operational test unit will be delivered to the PNC within 10 business days of being notified. The delivery will be made to Legislative Office of Information Services at 300 SW 10th Street, Room 63-W, State Capitol Building, Topeka, Kansas, 66612. The respondent will bear all the cost of this initial setup and delivery and the eventual return of the evaluation units.

The PNC Team, with assistance from the Technical Evaluation Advisory Team, will then test the specified capabilities of the proposed unit using the features, functions and specifications found in this RFP. Testing will be completed within 5 business days of receipt of the test computer. Potential vendors will be provided an opportunity to demonstrate features of their hardware not specifically addressed in the RFP specification section. However, those features need not be considered by the PNC Team during its evaluations.

An overall evaluation of each proposal will be prepared by the PNC after the testing and those evaluations will be submitted to the LCC with recommendation for the "best value" to be derived for the State of Kansas. The LCC is not bound to follow the recommendations of the PNC. Selection of a specific proposal for award of a contract does not mean the other proposals lacked merit. Selection of a specific proposal indicates only that the PNC recommends that proposal as offering the best value to the State of Kansas. The final choice of vendor will be made by the LCC, which will negotiate the goods and services contract.

General Specifications:

A. Network environment. The legislative network is a 1 GB fiber Ethernet switched backbone. Cabling to the desktop is all Cat-6 compliant. Network traffic is managed through intelligent switches and runs at 1 GB. A secure wireless network segment is also in operation. It is an 802.11 a/b/g/n compliant network.

B. New and first-quality components. Unless otherwise specified, all materials, supplies or equipment offered by a vendor 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.

C. Identical components. All components used to construct each unit in each group must be identical in version, size, speed, capacity, manufactured lot, manufacturer, model number, part number drivers, and other technical characteristics. The objective is that each unit within the system be identically constructed.

D. Upgrades. Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for initial 3-year maintenance period. If the upgrades are provided without cost, this should be indicated.

Detailed Specifications

The following table shows technical requirements and summarizes the major functional requirements for the systems we are seeking. The table intentionally does not address some technical specifications that might be unnecessarily restrictive or vendor-specific.

Objective: Obtain a Virtual Statehouse system that meet or exceed the specifications below. Proposals must include a minimum 3 years maintenance with next business day response for all hardware and software. Systems should integrate with existing Biamp Tesira and BSS audio systems, and KLISS committee and chamber systems. The specification includes functional, security, accessibility, and management requirements.

Specifications for Virtual Statehouse Project

No	Requirement
	Video Conferencing and Meeting Management
1	Allow video conferencing from the Kansas Statehouse 13 committee rooms and the House and Senate Chambers.
2	Each committee room and Chamber will have its own dedicated, permanently installed video conference system. No temporary equipment will be used in the configuration of the room equipment setup.
3	Allow 200 or more conferees.
4	Allow video conference to be streamed to the Internet or other streaming services for unlimited public viewing using existing or future streaming services being utilized by the Legislature.
5	Allow conferees to connect with an ease of use interface and free of charge.
6	Allow conferees to connect to the conference with an audio only phone call.
7	Allow conferees to connect to video conferences with different platforms and devices. Computers with Windows, Apple, or Linux operating systems. Browser based access with Chrome, Firefox, Edge, Safari, or other browsers. Mobile devices such as phone and tablets with I-phone or Android operating systems.
8	Allow room video and audio to be streamed to the internet or streaming services using existing or future streaming services being utilized by the Legislature without setting up a audio/video conference.
9	Allow a larger conference to be broken into smaller conference groups. This will be useful for sub meetings of a larger meeting, such as a working group.

10	Video conferencing system allows for screen sharing from conferees connected computer with administrator or meeting moderator approval.
11	Video Monitors will allow in-room only video presentations such as PowerPoint or to play recorded videos without setting up a audio/video conference.
12	Committee meetings can be linked to meeting agenda and conferee testimony in KLISS system
13	Committee staff can easily manage meetings, including scheduling meetings, start/stop meetings, and control remote legislators and conferees
14	Ability to suspend meeting broadcast for executive session
15	Ability to immediately stop a meeting due to a security event in the room (Kill Switch)
16	Ability to turn off public comments
17	Ability to stream live meetings to desktop computers in legislative leadership offices
18	Ability to archive video for 5 years
19	Ability to store video either in the cloud or on premise
	Hardware
20	Allow use of up to 4 large wall mounted monitors in committee rooms.
21	Allow use of up to 4 wall mounted Pan-Tilt-Zoom (PTZ) cameras in committee rooms.
22	Cameras will have wide angle capability
23	Cameras will be connected and managed over the IP network
24	Allow integration with existing room Biamp Tesira and BSS audio systems.
25	Ability for camera to follow live microphone
26	Ability to install encoders and servers in wiring closets and data center; only cameras and display monitors installed in committee room
	System Administration
27	Allow centralize control of all video conference systems including security, schedule, conference monitoring and control by administrators and meeting moderators.
28	Allow conference administration for up to 50 administrators.
29	Training is available for users and administrators.

	Accessibility
30	Converts audio to closed-caption text in real-time.
31	Creates transcript of captioned text
32	Systems must comply with Kansas ITEC Accessibility policy #1210 Reference: https://ebit.ks.gov/itec/resources/policies/policy-1210
	Security
33	Allow for secure conferencing.
34	Suspended meetings are unavailable to the public
35	Meetings stopped via Kill Switch functionality are unavailable to the public
36	Staff can only access and edit their own meetings through the meeting management console
37	Systems will meet the Kansas ITEC Policy 7230 security policy standards Reference: https://ebit.ks.gov/itec/resources/policies/itec-policy-7230
38	Systems will log critical information for security and troubleshooting
	RFP Management
39	Vendors may respond to parts of the RFP without responding to all parts. Preference will be given to complete system solutions. Clearly identify project components being proposed.
40	Vendor will install and configure all hardware and software
41	The proposal will include 3-year maintenance with next business day response for all hardware and software
42	The vendor must state the schedule included in the RFP can be met
43	All software is licensed to the Kansas Legislature

Estimated Quantities:

The quantities below will be used for evaluation of all RFP responses. Final quantities and adjusted pricing will be determined during contract negotiations

Committee Rooms in the State Capitol
House and Senate Chambers

13 Committee Room Venues
2 Venues

ATTACHMENT A

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

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

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

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

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

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

ATTACHMENT B

Proposal Checklist

1. Is the response signed by proper authority?
2. Will it be submitted on time?
3. Have any addendums to the RFP been received? Are they acknowledged in the response?
4. Does the response have a Table of Contents?
5. Has the conflict of interest certification been included?
6. Has the performance guarantee been included?
7. Has any proprietary or confidential information been marked?
8. Is the completed cover sheet included?
9. Are you prepared to submit test units for each system?
10. Are you prepared to meet the implementation schedule?
11. Is the response prepared in the prescribed manner?
12. Does the response address each specification in the specification table?
13. Is the cost for goods and services page completed?