

REQUEST FOR PROPOSAL (RFP)

Bid Event Number: EVT00010015

Requisition ID: 0000023653

Document Number: RFX0002512

Replaces Contract: 47949

Date Posted: November 18, 2024

Mandatory Pre-bid Meeting: November 26, 2024, 10:30 AM CST

Closing Date: December 23, 2024, 2:00 PM CST

Procurement Officer: Lara J Williams
Telephone: 785.296.2371
E-Mail Address: lara.j.williams@ks.gov

Web Address: <http://admin.ks.gov/offices/procurement-contracts/>

Agency: Kanas Department of Revenue

Item: Janitorial Services-Atchison DLEX

Period of Contract: April 1, 2025, through March 31, 2030

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.

SIGNATURE SHEET

Item: Atchison KDOR Janitorial Services
Agency: Kanas Department of Revenue
Closing Date: December 23, 2024, 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 _____

VENDOR RESPONSE CHECKLIST REQUEST FOR PROPOSAL (RFP)

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

_____ Completed Bidder Registration submitted prior to bid submission

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

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

Technical Proposal (See Section 2.1 for submission requirements)

_____ Signature Sheet

_____ Tax Clearance Certificate

_____ Immigration Reform and Control Certification

_____ Sexual Harassment policy

_____ Boycott of Israel

_____ Transmittal Letter

_____ Certification of Procurement

_____ Bidder Information

_____ Qualifications

_____ Experience

_____ Timeline (If applicable)

_____ Methodology (If applicable)

_____ References

_____ Bidder Contracts/Subcontractor information, (If applicable)

_____ Technical Literature, address Specifications (If applicable)

_____ Event Details document completed (Questions answered) and signed

_____ Any Amendments or Supplemental forms provided

Cost Proposal (See Section 2.1 for submission requirements)

_____ Cost Sheet

TAX CLEARANCE INSTRUCTIONS

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

To obtain a Tax Clearance Certificate, you must:

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

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

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

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

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.html>

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

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

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

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

Signature, Title of Contractor

Date

Policy Regarding Sexual Harassment

Whereas sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

Whereas state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

Whereas officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

Whereas the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

Now Therefore, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

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

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

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

Signature, Title of Contractor

Date

Printed

Name of Company

**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.

<https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%20Iran%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.>

1. **Bidding Instructions**

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

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

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

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

1.2. **Questions/Addenda**

Questions requesting clarification of the bid event must be submitted in WRITING to the Procurement Officer prior to the close of business on December 03, 2024, to the following address:

Lara J Williams

Telephone: 785.296.2371

E-Mail Address: lara.j.williams@ks.gov

Kansas Department of Administration

Procurement and Contracts

900 SW Jackson, Suite 451-South

Topeka, KS 66612-1286

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

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

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

1.3. Pre-Bid Conference

A mandatory pre-bid conference will be held on November 26, 2024, at 10:30 AM.

The pre-bid conference will be held at: Kansas Department of Revenue
Kansas Driver's License Examination Offices
710 S. 9th Street
Atchison, KS 66002

Attendance is required at the pre-proposal conference/meeting. Bidders must be at the conference/meeting prior to the stated start time above, or they will be turned away and will be unable to submit a bid. Bidders attending the walk-through must sign in and sign out on the vendor sheet provided. Failure to attend the walk-through in its entirety will result in the rejection of your bid. Impromptu questions may be permitted, and spontaneous unofficial answers provided, however bidders should understand that the only official answer or position of the State of Kansas will be presented in writing.

Failure to notify the Procurement Officer (Event Contact) of any conflicts or ambiguities in the bid event may result in items being resolved in the best interest of the State. Any modification to this bid event as a result of the pre-bid conference, as well as written answers to written questions, shall be made in writing by addendum and dispatched to all bidders associated to this event. Only written communications are binding.

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

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

1.4. Negotiated Procurement

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

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

1.5. Appearance Before Committee

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

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

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

1.6. Notices

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

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

RE: EVT00010015

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

1.7. Cost of Preparing Proposal

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

1.8. Preparation of Proposal

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

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

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

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

1.9. Signature of Proposals

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.10. Acknowledgment of Amendments

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

1.11. Modification of Proposals

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

1.12. Withdrawal of Proposals

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

1.13. Competition

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

1.14. Evaluation of Proposals

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

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

1.15. Acceptance or Rejection

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

1.16. Proposal Disclosures

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

Request a List of Responding Bidders via E-mail to tabsheets@ks.gov or in writing to the following address. Include the Bid Event number EVT00010015 in all requests.

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

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

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

Requests will not be fulfilled until payment has been received.

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

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

1.17. Disclosure of Proposal Content and Proprietary Information

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. (<http://www.admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-contracts>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

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

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

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

1.18. Exceptions

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

1.19. Notice of Award

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

1.20. News Releases

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

2. Proposal Response

2.1. Submission of Proposals

Bidders will submit proposals either electronically or by courier, but not both

Bid proposals submitted via email will include the following action items:

- Bids submitted via email will be sent to procurement@ks.gov by the due date and time. Subject Line of email must contain EVT0010015 and your company name.
- A Technical Proposal, including the signed Event Details document, applicable literature, and other supporting documents, in Microsoft® Word, Excel or searchable PDF®.
- A Cost Proposal, in Microsoft® Word, Excel or searchable PDF®.
- The technical proposal file must be named "EVT0010015-Company Name-Technical Proposal" and the cost proposal file must be named "EVT0010015-Company Name-Cost Proposal".

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in email delivery shall not excuse late bid submissions. **Max email file size is 20MB, several files can be submitted but must be labeled accordingly (example: Technical 1 of 3, Costs 2 of 3, Proprietary 3 of 3 etc.) All descriptions must also contain the required information as listed above.**

Bid proposals submitted via courier will include the following action items:

- One (1) electronic / software version(s) of the technical and cost proposals are required.
- Both the Technical and Cost Proposals shall be on separate flash drives, in Microsoft® Word, Excel or searchable PDF®.
- If asked to submit multiple copies of the proposals, they shall be submitted in a separate sealed envelope or container separate from each other. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number, company name, and closing date.

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

Kansas Department of Administration
Procurement and Contracts
Proposal #: EVT0010015
Closing Date: December 23, 2024, 2:00 PM CST
900 SW Jackson Street, Suite 451-South
Topeka, KS 66612-1286

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

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

2.2. Proposal Format

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

2.3. Transmittal Letter

All bidders shall respond to the following statements:

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

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

2.4. Bidder Information

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

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

2.5. Qualifications

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

2.6. Experience

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

2.7. Timeline

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

2.8. Methodology

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

2.9. References

Provide three (3) references who have purchased similar items or services from the bidder in the last five (5) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

2.10. Bidder Contracts

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

2.11. Technical Literature

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

2.12. 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. Definitions

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

3.5. Contract Formation

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

3.6. Statutes

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

3.7. Governing Law

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

3.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.9. Mandatory Provisions

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

3.10. Termination for Cause

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

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

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

3.11. Termination for Convenience

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

3.12. Rights and Remedies

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

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

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

3.13. Debarment of State Contractors

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

3.14. Antitrust

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

3.15. Hold Harmless

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

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

3.16. Force Majeure

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

3.17. Assignment

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

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

3.18. Third Party Beneficiaries

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

3.19. Waiver

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

3.20. Injunctions

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

3.21. Staff Qualifications

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

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

3.22. Subcontractors

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

3.23. Independent Contractor

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

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

3.24. Worker Misclassification

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

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

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

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

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

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

3.26. Proof of Insurance

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

3.27. Conflict of Interest

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

3.28. Nondiscrimination and Workplace Safety

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

3.29. Confidentiality

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

3.30. Environmental Protection

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

3.31. Care of State Property

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

3.32. Prohibition of Gratuities

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

3.33. Retention of Records

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

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

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

3.34. Off-Shore Sourcing

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

3.35. On-Site Inspection

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

3.36. Indefinite Quantity Contract

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

3.37. Prices

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

3.38. Payment

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

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

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

3.39. Accounts Receivable Set-Off Program

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

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

3.40. Federal, State and Local Taxes

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

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

3.41. Debarment of State Contractors

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

3.42. Materials and Workmanship

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

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

3.43. Industry Standards

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

3.44. Implied Requirements

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

3.45. Submission of the Bid

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

3.46. Inspection

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

3.47. Acceptance

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

3.48. Ownership

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

3.49. Information/Data

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

3.50. Certification of Materials Submitted

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

3.51. Transition Assistance

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

3.52. Integration

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

3.53. Modification

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

3.54. Severability

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

3.55. Award

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

4. SPECIFICATIONS

The Kansas Department of Revenue (KDOR) is seeking competitive proposals from qualified vendors to provide janitorial services for the Kansas Department of Revenue, Kansas Driver's License Examination Offices, at 710 S. 9th Street, Atchison, KS 66002 (approximately 1,573 sq. ft.).

This square footage information is offered as an estimate only and should be verified by bidders during the pre-bid conference.

4.1. Time of Service, Locking Outside Doors, Resetting Alarms

All services shall be performed after regular working hours as designated on the attached task list on regular business days. Weekend cleanings are for emergency issues or pre-approved by the manager and/or office manager only. The contract is based on service for three (3) times per week, Monday, Wednesday and Friday, on regular state workdays at the site. References to "daily" that follow refer to Monday, Wednesday and Friday.

State of Kansas offices will be closed on the following holidays: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day & the following day (Friday), and Christmas Day.

All doors are to remain locked during the time the contractor is performing the custodial services in the building. When trash is taken out to the dumpster, the front doors are to be closed and locked. The contractor is to turn off all lights, except those which they are instructed to leave on, close all windows, and check that all exterior doors are locked before leaving the building each night or on weekends. No exceptions.

4.2. Employees

All persons employed to perform these services shall be employees of the contractor, well-trained and 18 years of age or over. The contractor shall pay all salaries and expenses, federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such employees, and will carry Workmen's Compensation Insurance for such employees in the amount required by law.

Contractor employees shall be instructed that state property and state employee property is not available for use in any way unless prior approval is obtained. Additionally, no person shall be allowed on the property who is not directly involved in performance of the janitorial services.

Further, the agency reserves the right to approve/disapprove all employees of the Contractor, as well as the ability to request that any employee be replaced at any time, with or without cause, in the best interest of the State of Kansas. Failure of the Contractor to comply shall constitute a contract violation.

Employees must have the ability to speak, read, and understand English clearly to successfully communicate with agency employees.

4.3. Experience

Contractor shall have a minimum of 3 years' experience in cleaning commercial office buildings of a similar size and with similar frequency as the office in the proposal. See Task Schedule.

4.4. Staffing and Methodology

Bidders shall describe their staffing plan to include the number of personnel anticipated to be assigned to this job, as well as the number of workhours anticipated, and the method that will be utilized to accomplish required tasks within this RFP.

Bidders shall explain how absences are covered and how the supervisor/company knows if someone doesn't show up for their shift, and what is done at that point to ensure the facility is cleaned.

At a minimum, the Contractor is to perform the services outlined in this task schedule below and at the intervals specified.

Bidders shall indicate, within the Methodology narrative, how tasks will be accomplished and not overlooked.

4.5. **Security**

The contractor must obtain written permission from the agency office before employing a subcontractor to assist the contractor in performing the required janitorial services.

The agency uses both overt and covert surveillance cameras. All employees or subcontractors will be required to sign in and out on a log provided by the agency office, if this is a requirement at that office.

All staff, while on the premises, are to wear a company uniform or shirt with company logo and to have identification cards or badges displaying their name and company name, so they are identifiable.

At the time of introduction to the office manager, the janitor will be required to provide their valid driver's license or State issued ID, so a copy maybe obtained for security purposes. A valid cell phone number shall also be given for contact if an emergency should happen.

Notwithstanding the services provided by the contractor, every contractor shall be subject to appropriate security clearance requirements as set out in the Personnel Services Policy Section No. 2-1 Eligibility Requirements, No. 2-3 Security Clearance for Issuers of Driver's License/Identification Cards, and/or KDOR Policy 7003.2 Federal Tax Information Security Clearance Requirements, attached hereto. Unless otherwise agreed upon, KDOR will conduct backgrounds checks at the Contractor's expense.

The contractor must comply with KDOR's appropriate background check policies, all attached hereto. The Contractor agrees that KDOR will monitor compliance with KDOR personnel security requirements.

The contractor must submit to a KBI Federal Fingerprint Criminal Background Check on all associates permitted to access KDOR facilities. All background checks shall be at the Contractor's expense, unless otherwise agreed-upon, via reimbursement to KDOR. In the event the Contractor fails to reimburse KDOR within 14 days, the Contractor authorizes KDOR to deduct the amount of said unpaid background checks from payments due and owing. This background check will be reviewed by KDOR in accordance with KDOR Policies. The contractor agrees to notify KDOR within three (3) business days of any personnel transfers or terminations of personnel who possess organizational credentials and/or badges, or who have system privileges. The contractor agrees that any badge or credential issued by KDOR shall be used only by the employee to which it was issued. Any unauthorized badge or credential use may result in revocation of said badge or credential, removal of vendor employee from KDOR facilities, and the right of KDOR to penalize vendor per contract, up to and including termination of contract.

The written results of this background check must be provided to the agency office before the contractor employee or subcontractor starts to work, unless otherwise agreed to by the agency office in writing. Any prospective employee or subcontractor convicted of a felony or any type of misdemeanor involving money, fraud, deceit, or untruthfulness within 10 years prior to their proposed start date will not be allowed to perform services at the agency office.

Each contractor employee or subcontractor must sign a Confidentiality Agreement provided by the agency and will be held accountable to this agreement. Any violation of the Confidentiality Agreement will result in immediate removal of the contractor or the employee and may also result in criminal prosecution.

Furthermore, the agency office, at its option, may verbally direct the immediate removal of the contractor or any employees from the subject office space, if deemed to be in the best interest of the State of Kansas. Any resumption of the contractor's duties will be placed into effect by written communication.

4.6. **Availability**

Upon request, the contractor must provide the agency a list of the contractor's regular established office hours and telephone numbers. Furthermore, the contractor must provide a listing of emergency phone numbers so that a representative of their firm can be available twenty-four (24) hours per day, as needed, to handle emergencies and/or to receive messages for agency needs.

Further, the agency requires a full list of employees under employment and working at the location with a continual listing as employee turnover and rehiring occurs. This list is required for internal security access.

4.7. Contract Contacts

The agency and Contractor shall, upon award, provide contact names and information to enable efficient communication between both parties.

4.8. Materials

4.8.1. Contractor Supplied Materials

All soaps for cleaning, liquid soaps, detergents, waxes, carpet cleaning supplies, dust cloths, wastebasket liners, liquid hand soap (bathroom) and large plastic trash bags are to be provided by the contractor as well as batteries for the dispensers. The contractor will maintain the servicing of those supplies.

All equipment including vacuum sweepers, carpet cleaners, polishers, buffers, brooms, mops, etc. are to be furnished by the contractor. All equipment must be capable of providing high quality, commercial grade janitorial service. Equipment designed for only light type; residential duty will not be permitted. The agency reserves the right to periodically, at random, inspect equipment and further to require replacement if not adequate in agency's evaluation.

4.8.2. State Agency Supplied Materials

The State will provide toilet tissue, paper towels, feminine product refills, air freshener refills and hand sanitizer refills, when the location has those dispensers provided. The contractor will maintain the refilling of those dispensers.

4.9. Notification

The contractor shall notify the office, or assigned individual, of any irregularities or supply needs encountered while performing services, such as:

- When noticed, any irregularities such as defective plumbing, electrical switches or plugs, leaks, etc.
- When supplies are needed which are furnished by the State agency (toilet paper and paper towels; feminine hygiene products, hand sanitizer and/or air fresheners if in place at the location).

4.10. Scheduling of Work

In addition to the services scheduled for daily, weekly, or monthly frequency, all of the services scheduled for quarterly, semi-annually, or annually shall be performed initially within thirty (30) days of the beginning of the contract period and thereafter in accordance with the frequency schedule or as coordinated with the agency.

Bidders shall indicate, within the Methodology narrative, how these periodic tasks will be accomplished and not overlooked by providing a detailed written schedule of services stating the estimated time and frequency of service by floor and building.

4.11. Overall Expectations

It is further specified that the purpose of this agreement is complete janitorial service resulting in a neat, clean, attractive installation. The contractor shall impress upon employees the idea that the specifications are a guide only. If extra effort is required in any area at any time, it is expected without argument or extra charge.

4.12. Quality Control

Quality control of janitorial services will be accomplished by regular monthly inspections, as well as potential random inspections at the request of the Agency Office Supervisor or designee. The inspections will take place during regular working hours. The Contractor or supervisory level representative shall meet with the Agency Office Supervisor or designee at least one (1) week prior to the meeting for the monthly inspection and within one (1) day after notification for the random inspection. The purpose of these meetings is to evaluate performance, discuss concerns of either party, and to reach agreement on the action(s) to be taken to resolve the concerns. Evaluations will be documented and become part of the contract file. Failure to correct unsatisfactory performance will be just cause for termination.

Contractor is expected to take a proactive role in ensuring these monthly inspections and meetings do, indeed, take place. It shall not be the responsibility of the agency to make the initial contact.

4.13. Duplicate Keys

Contractor will make **no** duplicate keys unless the Agency Office Supervisor gives prior written approval. If this policy is not adhered to, the contractor will be liable for any costs required in lock change and/or re-keying for agency security purposes.

4.14. Call Back Service

If a required service is not provided by contractor at the proper time as stated in the Task Schedule, the agency retains the right to require contractor to return within twenty-four (24) hours at no charge to perform such service.

4.15. Drugs

The illegal use, possession, dispensation, distribution, manufacture, or sale of a controlled substance or illegal drug by an employee of the Contractor or approved subcontractor at the agency office is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for termination of the contract. No smoking is allowed in the facility by the Contractor's employees. Any smoking must take place outside the building.

4.16. Insurance

Contractor must provide proof of the following insurance coverage:

Comprehensive Liability including Bodily Injury and Property Damage for which the Contractor is responsible with limits of \$50,000 per person and \$100,000 per occurrence.

A fidelity or indemnity bond in the amount of \$5,000 to cover the dishonest acts of its employees or agents in the course of providing janitorial services during the contract period. The contractor agrees that the fidelity or indemnity bond will cover losses due to theft by employees of the Contractor or by employees of any subcontractor hired by the Contractor.

The contractor further agrees that if it fails to carry such fidelity or indemnity bond, or if the fidelity or indemnity bond fails to cover the loss, the Contractor will be responsible for payment to cover losses due to theft by employees of the Contractor or by employees of any subcontractor hired by the Contractor.

Proof of insurance shall be provided prior to the contractor beginning work to:

Stephanie Frakes
Procurement and Contracts Manager
Office of Financial Management
Kansas Department of Revenue
109 SW 9th St
Topeka, KS 66612
Stephanie.frakes@ks.gov

4.17. Material Safety Data Sheets (MSDS)

It is the contractor's responsibility to comply with all State and Federal Safety regulations. Material Safety Data Sheets (MSDS) will be furnished to the agency upon request for any chemical used, and any such chemicals are to be stored in the proper manner as required by law.

4.18. Vendor Complaint Form

A copy of the Division of Purchases "Complaint to Vendor" Form (DA-112) is enclosed for your information. The agency may use this form to report or provide feedback to the Division of Purchases on vendors whose service does not conform to the intent of the specifications.

4.19. Federal Tax Information Publication 1075

The contractor and all employees are required to follow the guidelines with regards to federal and state tax information which shall be treated as confidential and shall not be divulged or made know in any manner to any person unless or until proper permission has been given by KDOR. Contractor further agrees to abide by the provisions found in Exhibit 7 and attached hereto. Website: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>

ATCHISON KDOR OFFICE TASK SCHEDULE

Janitorial services at the Atchison Driver's License Examining Office shall be performed three (3) times per week, Monday, Wednesday and Friday outside of regular working hours of 7 AM to 5 PM. References to "daily" in the task schedule that follows refers to Monday, Wednesday and Friday.

The Contractor agrees to perform all services listed herein and to maintain the Atchison Department of Revenue Office in accordance with the standards as stated in the Special Provisions.

FLOORS

1. **Mopping/Sweeping**

Mopping done daily and more often as needed during inclement weather. The floor shall have a visible, overall shine. Sweep the floor areas daily, including under obstructions and corners, to be free of soil and surface dirt.

2. **Gloss**

The floor shall have a visible, overall shine with minimal dull areas, and the shine shall have the appearance of being on top of the floor, not in the floor. Stripping and waxing on regular basis will be required to accomplish this.

3. **Color**

Maintain original of the floor throughout the complete area.

4. **Black Marks**

Traffic lanes and areas other than traffic lanes will be kept free of excessive black marks.

5. **Build Up**

All floor areas will be kept free of wax or finish build-up.

6. **Spots**

The floor will be kept free of excessive spots, scratches and scuffs in non-traffic areas and heavy spots in traffic areas daily.

7. **Vacuuming**

Vacuuming performed daily. All carpet areas including under obstructions, divider panels, along walls and corners shall be free of surface soil, lint, and miscellaneous items such as paper clips and staples.

8. **Carpet**

It shall be the responsibility of the contractor to schedule all carpet cleaning to maintain all carpeting in a clean, well-groomed manner at all times. Vacuuming on a regular basis will be required to accomplish this. (Entire carpet shall be steam-cleaned twice per year.) The carpet must be spot cleaned on a weekly basis to remove spots as they occur.

It is anticipated that there may be areas of extreme soilage, including hallways, waiting areas, entry ways, reception areas, etc., which will require cleaning on a more frequent basis, especially during inclement weather. The contractor shall ensure this extreme soilage is controlled and cleaned, as needed, to maintain the overall cleanliness of the facility.

9. **Floor Mats**

There will be floor mats placed throughout the office in high traffic areas. These must be cleaned daily by vacuuming. If the mats are dirty, please clean accordingly with spot cleaning.

WASHROOMS

1. Commodes/Urinals

There shall be no spots or stains on the top and bottom of seat-inside and out of bowl, including under the lid, on the tank, and the pipes shall be free of rust, spots, or stains. Apply necessary sanitation and antiseptic preparations. Emergency or urgent need for overflow of clogged toilets needing plunged or clean up from such an event would be included.

2. Sinks

Apply necessary sanitation and antiseptic preparations. The bowl shall be free of spots or rust, and pipes and chrome shall be of free of spots and a shine present.

3. Mirrors

There shall be no spots and streaks present on the surface of the mirror, and the edges shall be free of dust.

4. Floors

The floors shall be maintained daily as listed under the Floor section, numbers 1 through 6.

5. Dispensers

Daily refill of all dispensers to normal limits – tissue, towels, soaps, feminine hygiene products, air fresheners, hand sanitizers, etc.

6. Disposal of Bio-Hazard/Medical Sharp Waste Container Contents

The bio hazard/medical waste container content should be disposed of when at an appropriate level and maintained in accordance with KDHE Guidelines for the Safe Disposal of Medical Sharps

<https://www.kdhe.ks.gov/724/Safe-Disposal-of-Medical-Sharps>.

GENERAL CLEANING

1. Entrances

The entrance to buildings or areas shall have floors, glass and general cleaning within the limits established in specifications. Cleaning, disinfecting and sanitizing of all high touch point surfaces (door handles, stair banisters, elevator buttons as applicable to the location) daily.

2. Light Fixtures

Light fixtures shall be free of obvious dust and soil.

3. Window Ledges

All window ledges shall be free of dust, trash, and spots.

4. Walls/Air Grilles

The areas around doors, water fountains, switches and windows shall be free of soil and spots. Air supply and return grilles will be kept free of spots, dust, dirt, and lint.

5. Ceiling Fans

Blades of ceiling fans will be free of dust and cleaned as needed.

6. Office Chairs

All office chairs shall be dusted or brushed off. Chairs in the public seating area are to be clean and straightened into a line.

7. High Dusting

Surfaces above six (6) feet shall be free of dust. Ceiling fans are to be cleaned monthly or as needed.

8. Dust Mopping/Sweeping

Floor areas including, under obstructions and corners, shall be free of soil and surface dirt.

9. Empty Wastebaskets/Trash Receptacles

Wastebaskets shall be emptied daily and free of excessive stains. Liners shall be replaced daily. Once a week, all trash receptacles are to be washed out with soap/disinfectant.

10. Glass and Doors

All inside and outside glass surfaces are to be cleaned daily with glass cleaner, plus spot cleaning as needed. All glass front doors are to be cleaned daily with glass cleaner, plus spot cleaning as needed.

11. General Dusting

Items such as desks, files, chairs, and interior glass shall be free of dust and spots. Window blinds are to be dusted once per month or as needed. Herman Miller and other movable partitions and permanent walls shall be free of spots, dust and streaks on all surfaces and edges.

12. Telephones

Telephones will be sanitized each cleaning day.

13. Employee Break Area

Trash will be emptied daily. The table will be wiped down daily. The countertop areas that are accessible will be wiped down daily. Cleaning, disinfecting and sanitizing of all high touch point surfaces including appliances completed daily. Paper towel dispensers (if provided) refilled.

14. Hand Sanitizer Dispensers

Refill hand sanitizer dispensers if dispensers are provided.

In addition to performing the above janitorial and cleaning services, the contractor shall**1. Dispenser Refills**

On cleaning days, refill all dispensers—tissue, towels, soaps, feminine hygiene products, air fresheners, hand sanitizer, etc.—to normal limits.

2. Light Bulbs

Replace burned out light bulbs. The agency will provide bulbs. Field offices / some leases already cover this through their project manager so this will vary by location.

3. Trash Dumpster

Trash and waste will be placed in the trash dumpster designated for the buildings on each cleaning day.

4. Storage areas for custodial supplies and equipment

The custodial storage area will be maintained in an orderly manner with buckets emptied and wet and/or dry mops hung to prevent insect harborage. Rags or other oily materials will be stored in metal cans with lids furnished by the contractor.

5. COST SHEET

Contractor Name: _____

I (we) shall provide janitorial services at the specified office which results in a clean and sanitary environment and fully understand that the task schedule given is provided only as a guide for a price of:

	Year 1	Year 2	Year 3	Year 4	Year 5
Monthly	\$	\$	\$	\$	\$
Annually	\$	\$	\$	\$	\$

Bidder shall provide pricing above that is all-inclusive for the services stated in the task schedule on page(s) 28-30.

Bidder shall provide pricing above to include an incremental price increase to allow for inflation, as there will be no price adjustments during the life of the contract this bid event award generates.

Floor Stripping and waxing, per occurrence, as needed: \$ _____

Carpet dry or steam cleaning, per occurrence, as needed: \$ _____

Payment Terms: **NET 30**

REFERENCES:

1) NAME: _____
COMPANY: _____
ADDRESS: _____

TELEPHONE: _____
EMAIL: _____

2) NAME: _____
COMPANY: _____
ADDRESS: _____

TELEPHONE: _____
EMAIL: _____

3) NAME: _____
COMPANY: _____
ADDRESS: _____

TELEPHONE: _____
EMAIL: _____

Note: Vendor MUST provide at least two (2) in-state references from customers they are currently providing janitorial services.

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.