

REQUEST FOR PROPOSAL (RFP)

Bid Event Number: EVT0010862

Requisition ID: 73978

Document Number: RFX0002913

Replaces Contract: New

Date Posted: June 18, 2026

Closing Date: July 28, 2026, 2:00PM CST

Procurement Officer: Nicki Mears
Telephone: 785-296-6924
E-Mail Address: nicole.mears@ks.gov

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

Agency: Kansas Department for Children and Families

Item: Sign Language Interpreting

Period of Contract: Date of Award, through September 30, 2031
(Actual contract start date shall not begin until contract is fully executed, signed and dated by the Director of Purchases)

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: <https://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.

NOTES

- Mandatory Bidder Registration with the State of Kansas must be approved before the bid closing date for the company name and tax number submitted on Page 2 (Signature Sheet) of this document.
- The bidder registration requirement should only be completed once; Please contact the Procurement Officer listed above for verification. If you are not a registered bidder/vendor with the State of Kansas, the procurement officer will send you registration instructions.
- Please email the Procurement Officer listed above to request the company's invitation to bid
- Bids may be submitted to procurement@ks.gov prior to, but no later than, 2:00PM CST on July 28, 2026.

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

SIGNATURE SHEET

Item: Sign Language Interpreting
Agency: Kansas Department for Children and Families
Closing Date: July 28, 2026, 2:00 PM CST

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

Tax Number _____

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

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.

_____ **Mandatory Bidder Registration with the State of Kansas** approved before the bid closing date for the company name and associated tax number submitted on the Signature Sheet (page 2).

NOTE: The bidder registration requirement is necessary for new users only; If you don't know if you have registered, please contact the Procurement Officer at lee.askew@ks.gov for registration verification.

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

_____ Bid submitted to procurement@ks.gov prior to, but no later than the **July 28, 2026, 2:00PM CST deadline.**

Technical Proposal (See Section 2.1)

_____ 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)

_____ 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 because 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](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,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism>.

Electronic Payment Requirement with Hardship Exception

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

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

Such request should be sent to:

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

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 close of business on Thursday July 2, 2026, to the following address:

Nicki Mears

Telephone: 785-296-6924

E-Mail Address: nicole.mears@ks.gov

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

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

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

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

1.3. **Pre-Bid Conference**

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

1.4. **Negotiated Procurement**

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

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

1.5. Appearance Before Committee

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

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

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

1.6. Notices

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

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

RE: EVT0010862

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 has 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 copy via email with the bid package. 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 sending an email to procurement@ks.gov at any time prior to the closing date and time for receipt of proposals.

1.12. Withdrawal of Proposals

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

1.13. Competition

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

1.14. Evaluation of Proposals

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

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

1.15. Acceptance or Rejection

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

1.16. Proposal Disclosures

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

- Attending the public bid opening at the time and date noted on the Bid Event, OR
- Requesting a List of Bidders via E-mail to tabsheets@ks.gov or in writing to the following address.
- Include the Bid Event number EVT0010862 in all requests.

Kansas Department of Administration
Procurement and Contracts
Attn: Bid Results
900 SW Jackson, Suite 1001 North
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.

Any questions regarding Open Records requests for bid results should be directed to tabsheets@ks.gov or 785-296-0002.

1.17. Disclosure of Proposal Content and Proprietary Information

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

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

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

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

1.18. Exceptions

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions"; Submitted exceptions will not be reviewed during the bidding process. Exceptions will be reviewed and negotiated only if a vendor is selected for contract award.

1.19. Notice of Award

An award is made on full 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 via email to procurement@ks.gov 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 EVT0010862 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 "EVT0010862-Company Name-Technical Proposal" and the cost proposal file must be named "EVT0010862-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., CST, on the closing date, addressed as follows:

Kansas Department of Administration
Procurement and Contracts
Proposal #: EVT0010862
Closing Date: July 28, 2026, 2:00 PM CST
900 SW Jackson Street, Suite 1001 North
Topeka, KS 66612-1286

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

Faxed or telephoned proposals are not acceptable unless otherwise specified.

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

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

2.4. Bidder Information

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

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

2.5. Qualifications

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

2.6. Experience

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

2.7. 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.

2.8. 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.)

2.9. Unit Pricing

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

2.10. Equipment

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

3. Terms and Conditions

3.1. Contract

The successful bidder will be required to enter 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 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 <https://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 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 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. If 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 products or services purchased or acquired by the State pursuant to this contract.

3.15. Breach

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

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

3.16. Hold Harmless

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

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

3.17. Force Majeure

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

3.18. Assignment

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

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

3.19. Third Party Beneficiaries

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

3.20. Waiver

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

3.21. Injunctions

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

3.22. Staff Qualifications

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

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

3.23. Subcontractors

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

3.24. Independent Contractor

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

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

3.25. Worker Misclassification

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

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

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

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

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

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

3.27. Proof of Insurance

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

3.28. Conflict of Interest

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

3.29. Nondiscrimination and Workplace Safety

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

3.30. Confidentiality

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

3.31. Environmental Protection

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

3.32. Care of State Property

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

3.33. Prohibition of Gratuities

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

3.34. Retention of Records

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

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

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

3.35. 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.

3.36. 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 each period. The quantities ordered will be those 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 history or other means may be used as a guide.

3.37. Prices

Prices shall remain firm for the entire contract period (Unless otherwise stated on the cost sheet). 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 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 set-off 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 set-off 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. Payment's set-off in this manner constitutes lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to set-off.

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. Charge Back Clause

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

3.42. 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. To 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.

3.43. 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.

3.44. 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.

3.45. 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.

3.46. 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 do 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.

3.47. 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. 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.

3.50. 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.

3.51. 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.

3.52. Award

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

4. Specifications

4.1. Introduction

The Kansas Department for Children and Families (DCF) and KCDHH are seeking competitive proposals from qualified vendors to provide Sign Language Interpretation Services, per the attached specifications, for the Kansas Department for Children and Families.

Established contracts may and shall be utilized statewide on an as needed basis and will be available to all State of Kansas agencies.

4.2. Term of Contract

The term of this contract is for a five (5) year period from the date of award. Actual contract start date shall not begin until contract is fully executed, signed and dated by the Director of Purchases

DCF will award multiple contracts in conjunction with this solicitation, as determined in the best interests of the State. DCF will award by service type and region based on the locations submitted on the cost sheet, as needed by using agencies.

Purchase of these services will be controlled by the individual using agencies through a purchase order. Any Contractor that uses subcontractors to provide services must provide all required licensing, registration and certifications for any subcontractor that would be assigned in each service area provided. Any subcontractors that have not been previously qualified must have all certifications or licensure provided to the using Agency and the Kansas Office of Procurement and contracts 48 hours before services are to be provided.

KCDHH and DCF do not guarantee any minimum volume of service. The contractor shall provide the services on an as needed, if needed basis. The State of Kansas does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Kansas for a state agency to obtain alternate services elsewhere.

4.3. DCF prefers firms

- Have been in business and profitable for at least three (3) years;
- Have contracts with Kansas or other states or governmental entities at least as large as Kansas to provide Sign Language Interpretation;
- Have prior experience implementing the requested services with other states;
- Have an existing Sign Language Interpretation services contract;
- Have registered (or shall be registered at time of contract start) with the Kansas Commission for the Deaf and Hard of Hearing (KCDHH) as per K.S.A. 75-5393a through 75-5393c;
- Ensure all sign language interpreters (or subcontractors) utilized have registered with (or are certified by) Kansas Commission for the Deaf or Hard of Hearing (KCDHH) as per K.S.A. 75-5393a through 75-5393c or otherwise authorized by KCDHH;
- Provide Sign Language Interpretation through on-site, virtual, and/or through remote means, if requested;
- Are fully compliant with the State's Terms & Conditions.

4.4. Background/History

The State of Kansas has an increasing number of customers who are deaf, hard of hearing, or Deafblind. In an effort to ensure these customers have equal and meaningful access to state benefits, services, public meetings or official activities, the Sign Language Interpretation services are provided to ensure these customers have effective communication to interact clearly and effectively in whichever settings.

Several sections of the State of Kansas and a variety of service programs use the Sign Language Interpretation services including, but not limited to, the administration of cash assistance, food assistance, employment-related services, childcare, child support enforcement, children and family services, child and adult abuse/neglect, court proceedings, and court-related services when mandated by the courts. The Department for Children and Families (DCF) has the highest need for Sign Language Interpretation services for their Economic and Employment Services and Prevention and Protection Services. Court-related services are the other area with the highest need.

Beginning in Fiscal Year 2026, Kansas Commission for the Deaf and Hard of Hearing (KCDHH) is empowered to provide a statewide coordination support for and to administer Communication Access Fund (CAF) to support needs or provide for Sign Language Interpretation and other communication access services – for most of the executive state agencies and the courts, including court-related services. When CAF usage is not applicable, these state agencies or courts may still rely on KCDHH for the coordination support whereby these specific entities are responsible for paying the cost. Additional information regarding CAF can be found here:

[Communication Access Fund | Kansas Commission For the Deaf & Hard of Hearing](#)

4.5. Scope of Work

In pursuant of K.S.A. 75-5393(b)(6), KCDHH maintains a listing of persons qualified in various types of interpreting and communication access services, as supported by K.S.A. 75-5393(b)(11) and (12), which KCDHH through its Executive Director provides a program of registration of interpreters, communication access services, and services providers. K.S.A. 75-5393a through 75-5393c provides KCDHH the authority to adopt and effectuate rules and regulations governing interpreters and communication access services.

The KCDHH administers the registration of all interpreters in place of a certification system, of which either system is made available by K.S.A. 75-4355b, et seq. KCDHH previously administered the Kansas Quality Assurance Screening (KQAS), a state certification system, until 2014. The goal of this transition is to promote interpreters to become nationally certified and/or appropriately credentialed; and the registration system has become inclusive of all interpreters, interpreting services agencies, and video remote interpreting (VRI) agencies.

As dictated by K.S.A. 75-4355b(d), no person shall serve as an interpreter unless the KCDHH makes the determination that the person is qualified to interpret. The KCDHH has also designated the Executive Director of KCDHH to make such determination and approval. Furthermore, K.S.A. 75-5393a through 75-5393c provided for enforcement and requirement of state registration for all interpreters, interpreting agencies, and video interpreting services (VRI) providers. For more information and related forms, please visit [Registration & Regulations | Kansas Commission For the Deaf & Hard of Hearing](#). As well as [Attachment A - Minimum qualifications for Sign Language Interpreting](#).

In addition to the registration process, KCDHH is authorized to provide fingerprinting and background checks on interpreters and professionals who provide other communication access services. Due diligence is mandatory for many entities employing permanent personnel or when bringing in support from outside, but many entities fail to do so or may have used this requirement to impede communication access. KCDHH's fingerprinting and background check will help in mitigating this risk when needing to provide communication access and remove any potential barrier to communication access. However, this process will not replace still-required due diligence for the permanent employees of entities subjected to due diligence requirements.

Sign Language Interpretation will facilitate communication between deaf and hearing people. Contractor will convert spoken language into sign language by making the interpretation as close to the hearer's language as possible and interpreting the sign language back into spoken language. Sign Language Interpreter's need to be proficient in two languages, not only in the interpreted language, but English as well, accuracy is vital.

4.6. Services to be Provided

Bidders/Contractors for Sign Language Interpretation shall:

- Have the ability to interpret effectively, accurately and impartially, both receptively and expressively, using any specialized vocabulary. State statutes reference: K.S.A. 75-4355a through 75-4355d and in compliance of K.S.A. 75-5393a through 75-5393c.
- Have knowledge of terminology and concepts related to these subjects and the ability to translate or interpret related terms consistent with appropriate context and terminology that our customers will understand.
- Use consistent interpretation of program names and comment terms or phrases. Contractor shall gain knowledge of program names, terms, acronyms and phrases used in programs and operations in order to provide accurate and consistent interpretation used in the proceedings and/or administration of state programs.

The KCDHH administers the registration of all interpreters in place of a certification system, of which either system is made available by K.S.A. 75-4355b, et seq. KCDHH previously administered the Kansas Quality Assurance Screening (KQAS), a state certification system, until 2014. The goal of this transition is to promote interpreters to become nationally certified and/or appropriately credentialed; and the registration system has become inclusive of all interpreters, interpreting services agencies, and video remote interpreting (VRI) agencies.

In addition to recognized national certifications and credentials, KCDHH continues to recognize interpreters with KQAS certifications of levels 4/4 or better as long as they are in good standing with their CEU maintenance requirements and biennium registration. Interpreters with KQAS levels 3 or other unapproved credentials are allowed to obtain a provisional registration with KCDHH and are given opportunities to develop their competence through KCDHH's supervision plan and mentoring program.

Within the registration process, KCDHH is also authorized to provide fingerprinting and background checks on interpreters. Due diligence is mandatory for many entities employing permanent personnel or when bringing in support from outside. KCDHH's fingerprinting and background check will help in mitigating this risk when needing to provide communication access and remove any potential barrier to communication access. However, this process will not replace still-required due diligence for the permanent employees of entities subjected to due diligence requirements. More information will become forthcoming in the coming weeks.

As dictated by K.S.A. 75-4355b(d), no person shall serve as an interpreter unless the KCDHH makes the determination that the person is qualified to interpret. The KCDHH has also designated the Executive Director of KCDHH to make such determination and approval.

4.6.1. Code of Professional Conduct for Interpreters

All interpreters must follow the National Registry of Interpreters for the Deaf (RID) Code of Professional Conduct when accepting assignments.

- Interpreters adhere to standards of confidential communication.
- Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
- Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
- Interpreters demonstrate respect for consumers.
- Interpreters demonstrate respect for colleagues, interns, and students of the profession.
- Interpreters maintain ethical business practices.
- Interpreters engage in professional development.

The expanded version of each tenet can be found at the [Registry of Interpreters for the Deaf](#) or by viewing the [NAD-RID Code of Professional Conduct](#).

4.7. Deliverables

For purposes of the contract, interpretation services shall be defined as the translation of English spoken or written concepts to any specialized vocabulary utilized by a deaf individual or the translating of a deaf individual's specialized vocabulary to English spoken or written concepts. A telecommunications operator providing deaf relay service or an individual providing operator services for the deaf individual shall not be considered to be an interpreter.

- In person: On-site Sign Language interpretation per hour.
- Via virtual conferencing (other than a VRI): Sign Language interpretation per hour.
- Via other remote means (sometimes classified as a VRI): Sign Language interpretation per hour/minutes and/or other proposed rate/term accepted if included in this awarded contract.
- The contractor must have experience providing sign language interpretation services.
- Using agencies and contractor may propose and agree to other communication access services not specifically addressed above.
- Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.
- The contractor shall either provide the services directly or shall provide a person/personnel who must comply with the requirements stated herein. Therefore, references to "the contractor" throughout this document shall also be deemed to include the person/personnel provided by the contractor.

4.8. Scheduling Requirements

1. The contractor may be requested to provide interpreter services as scheduled for any twenty-four (24) hours per day, seven (7) days per week, at a location designated by the state agency. This includes State of Kansas Holidays. Should service or resource not be available, the contractor must notify the requesting agency as soon as possible, giving ample opportunity for alternatives.
 - a. The contractor must be available in the manner (email, beeper service, phone / voice message service, etc.) specified for a state agency to contact the contractor for interpreter services.
2. The contractor shall provide interpretation services in accordance with the contractor's Notice of Award. The contractor shall provide interpretation services at site(s) designated by the state agency.
3. The contractor shall provide interpreter services to any individual as requested by a state agency (i.e. services to individuals wanting to take the driver examination).
4. The contractor shall not assign an interpreter to provide services in excess of forty (40) hours per week for an individual state agency unless requested or approved by the state agency. For purposes of the contract, a week shall begin on a Sunday and end on the following Saturday.
5. The contractor shall coordinate all interpreter service assignments with the specific state agency requesting interpreter services, unless coordinated through KCDHH office.

6. In the event a scheduled interpreter is unable to keep an appointment or in the event that a competent interpreter is no longer available, the contractor shall notify the requesting state agency a minimum of twenty-four (24) hours in advance. The state agency should be notified by phone call to a designated point of contact provided by the state agency. The contractor shall provide a substitute interpreter with credentials and specialized skills equal to the originally scheduled interpreter. The contractor shall not be paid additional charges or fees for providing a substitute interpreter.
 - a. In the event the contractor is unable to provide a substitute for reasons beyond the contractor's control, the contractor must notify the requesting state agency of the contractor's inability to perform the requested service.
 - b. Notifying the state agency a minimum of twenty-four (24) hours in advance shall relieve the contractor from providing a substitute for only that particular interpreting assignment.
7. The state agency will attempt to give at least twenty-four (24) hours' notice to the contractor of a cancellation of services previously requested.

4.9. State Agency Requirements

1. Each time the contractor's services are needed, the state agency will attempt to utilize the interpreter provided for a minimum of two (2) consecutive hours.
2. In the event a conflict and/or problem occurs with any interpreter(s) provided by the contractor, the state agency will notify the contractor.
3. In the event of a "no-show" of a contractor interpreter or in the event the contractor assigns a contractor interpreter who is not qualified to provide the services requested (**unless authorized by KCDHH**), the contractor may be assessed liquidated damages in an amount of fifty dollars (\$50.00) for each hour in which interpreter services are not provided.

4.10. State Resources to be Provided

Since 1983, Kansas Commission for the Deaf and Hard of Hearing (KCDHH) office provides statewide coordination support for all state agencies, political subdivisions, and other entities, but each Contractor remains responsible for coordinating their respective interpreters (or subcontractors), corresponding to their respective assignments as requested with other agencies.

4.11. Invoicing

1. The contractor shall submit invoices upon completion of a specific interpreting assignment, and in the event the individual is not responsible for payment, the contractor shall invoice the state agency which has received the service.

The invoice must state the following:

- The name(s) of the interpreter providing service,
 - The skill level of interpreting provided and
 - The number of hours of service provided by each interpreter.
 - The contractor shall not invoice federal or state taxes unless otherwise required under law or regulation.
2. The contractor shall not invoice for the interpreter's travel time, **unless service location is at least 45 miles from the starting point**. Travel time shall be defined as the time it takes to get from the interpreter's place of business/home to the location the services are being provided and back. **Chargeable travel times must have a prior authorization from the requesting agency or KCDHH.**

3. Payment: The contractor shall be paid for services provided according to prices stated on the Cost Sheet for services actually provided.
4. The contractor shall be paid on an hourly basis by the state agency requesting interpretation services and for which services have been provided. The hourly price for interpreting services shall begin at the scheduled time of the interpretation assignment as requested and authorized by the state agency (provided the interpreter is present at the scheduled time), and shall be prorated to the quarter hour to correspond to the actual time of delivered service. The applicable hourly price chargeable shall be based on the time of the assignment of service.
5. In the event the contractor provides emergency interpretation services, the contractor shall be entitled to the emergency fee stated on the Cost Sheet, in addition to the hourly price stated on the Cost Sheet for service. The emergency fee shall be a one-time charge and shall be assessed only for the specific interpretation assignment to which it applies.
6. In the event the contractor's services are required for less than two (2) hours for attending any scheduled interpretation assignment as requested and authorized by a state agency, the contractor shall be paid for two (2) hours of service. In the event an assignment is cancelled by the state agency without at least twenty-four (24) hours' notice of the cancellation, the contractor shall be paid for the amount of time the assignment was requested.
7. In no event shall the contractor be paid for more than one (1) interpreter for an assignment that was scheduled for less than two (2) hours, unless reasonable justification is given by the contractor and approved by the state agency, **or otherwise directed by KCDHH.**
8. In the event the contractor provided two (2) or more interpreters as required for an assignment each interpreter shall be paid for the time allotted for the interpreter's lunch break, or other extended official dismissal.
9. In the event of a dispute regarding hours invoiced, the state agency shall determine the appropriate invoicing amount (hours to be invoiced). The contractor shall understand and agree that the state agency's determination shall be final and without recourse.
10. In the event fewer hours of service are provided than originally requested by the state agency, the contractor shall be paid as follows:
 - a. If eight (8) hours or less service are requested and provided, the contractor shall be paid for the amount of service requested. However, if less than two (2) hours of services are requested or provided, the contractor shall be paid for two (2) hours of services.
 - b. If more than eight (8) hours of service are requested but eight (8) hours or less are provided, the contractor shall be paid for eight (8) hours.
 - c. If more than eight (8) hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
11. In the event the state agency requests interviews prior to selecting an interpreter, the state agency shall pay the contractor for the actual time of the interview(s) for each person and, if present, the contractor's management. The contractor's management and the person shall be paid for the actual time of the interviews in accordance with the firm, fixed price per hour stated on the Pricing Page, based on the skill level (i.e. Basic, Advanced, Master, Legal Interpretation Services or DMH Trained) requested.

12. Inspection and Acceptance Specifications: For purposes of acceptance, no equipment, supplies, and/or services received by the state pursuant to a contract shall be deemed accepted until the state has had reasonable opportunity to inspect said equipment, supplies, and/or services.
13. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements, or which are otherwise unacceptable or defective may be rejected by the state.
14. The State of Kansas's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.
15. Travel Expenses: The contractor must have the prior written approval of the state agency **or KCDHH** for any travel-related expenses.
16. The contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the contractor's internal written policy, whichever is lower.
17. The CONUS can be found by clicking on the link for "Per Diem Rates" at the following Internet address:
<http://www.gsa.gov>.
18. The contractor must have the prior written approval of the state agency for any travel related expenses that may exceed the CONUS rates.
19. Other Miscellaneous Travel Expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.
20. Travel Expenses Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for travel expenses.
21. The contractor shall be reimbursed for such travel expense, after receipt of all required documentation and approval by the state agency of the invoice and documentation.
22. The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
23. If the state agency denies a request by the contractor for payment or reimbursement, the state agency will provide the contractor with written notice of the reason(s) for denial.
24. Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.
25. Other than the payments and reimbursements specified in the contract, no other payments or reimbursements shall be made to the contractor. When it becomes necessary, using agencies and contractor may propose and agree to other communication access services not specifically addressed above or in the contract, a prior authorization from KCDHH is required. Documentation of prior authorization must be attached on the invoice to assure for the payment.

4.12. Additional Contract Terms and Conditions

The Contractor will be the sole point of contact responsibility. The State will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this contract, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.

The Contractor shall maintain, for the duration of its contract, insurance coverage applicable to services being provided. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

The State will not be liable for Federal, State, or Local excise taxes.

Personally, Identifiable Information (PII); If a Contractor obtains Social Security numbers or other personally identifiable information as part of its work under this contract the Contractors shall protect the confidentiality of that information, including using appropriate network security to safeguard information being stored on computers. Contractor shall immediately inform the State of any data breach that may have exposed Social Security numbers or other personally identifiable information.

4.13. Assignment of Interpretation Services

1. The state agency will provide the contractor with as much prior notice of the interpretation services as possible.
2. If the contractor cannot provide services according to the state agency's needs or if the contractor does not provide the type of services required by the state agency, the contractor must immediately notify the state agency. The contractor shall make every effort to meet the needs of the state agency. The state agency shall document each instance of the contractor's inability to provide the required services. If the contractor continually or consistently is unable to provide the required services, the Division of Purchasing may elect to cancel the contract.
3. When a state agency requests the contractor's services, the state agency will specify the date, time, location, and skill level of interpreter required. In addition, the state agency will identify any other specific requirements if performing specialized interpretation services, as described later herein, at the time of the request for service, such as assisting state agency personnel in the admission of a client to a psychiatric hospital or interpreting between the client and the client's doctor. The client(s) may be adult(s), child(ren), or adolescent(s).
4. In the event the state agency requires interpretation services for an individual, the state agency shall take the individual's perspective into consideration when selecting the contractor to contact for interpretation services.
5. If applicable, the state agency shall inform the contractor of possible dangerous situations, including the behavior of the client. The state agency shall take every possible measure to ensure the safety of the contractor. However, the contractor may refuse to provide services for such situations with no negative reflection on contractual performance. The State of Kansas does not purport to identify every possible instance of a dangerous situation.
6. Upon contact by the state agency, the contractor shall review the anticipated needs of the state agency and, except when services are needed within the next twenty-four (24) hours (hereinafter referred to as emergency services), the contractor shall advise the state agency within twenty-four (24) hours after the state agency's contact if the required interpretation services can be provided by the contractor within the time frame and at the location required by the state agency.
7. The contractor must decline to provide the needed interpretation services if a qualified interpreter or the skill level of interpreter requested is not available in the time frame required by the state agency.

8. If required by the state agency, any interpreter identified to provide interpretation services shall have a security clearance approved by the state agency **or KCDHH** prior to providing services for the state agency. The contractor shall request and receive the security clearance information from DCF and KCDHH.
9. The contractor shall be responsible for the costs for all security clearances.
10. Based on the reviews of resume information, security clearance information, and/or prior experience with a specific interpreter, the state agency reserves the right to determine any interpreter as unacceptable and reject any or all of the interpreter(s) selected by the contractor. The state agency should provide the contractor with justification for such rejection; however, the decision by the state agency regarding use of such interpreter shall be final and without recourse. Additionally, any grievances should be filed with KCDHH at DCF.GrievanceKCDHH@ks.gov for appropriate handling or corrective action.
11. The contractor shall coordinate all interpretation assignments with the specific state agency requesting interpretation services, or if coordinated through KCDHH office. If requested by the state agency and if proposed by the contractor in the awarded proposal, the contractor shall conduct the virtual interpretation services through an electronic means (e.g. Skype, FaceTime, video conference, etc.). Normally, every request for interpretation services shall be assumed for in-person assignments unless requested specifically for a virtual means such as through an electronic means.
12. The contractor shall provide sign language interpreters that are certified and registered interpreters in accordance with KCDHH regulations. The contractor shall ensure that the interpreters maintain their certificates and licenses in active status and good standing.
13. If required by the state agency, the contractor shall provide copies of certificates and licenses to the state agency. **Or a verification may be made through KCDHH.**
14. In accordance with all applicable laws, regulations, and procedures, the contractor and the contractor's interpreter shall maintain strict confidentiality of all information and records that the contractor and the interpreter provided by the contractor may come in contact with or be privy to in the course of providing services. The contractor and the contractor's interpreter provided by the contractor shall affirm, in writing, that confidential information shall not be disclosed either during or after the provision of services or following the termination of the interpreter's employment/association with the contractor.

4.14. Debarment Memorandum

The Contractor must warrant that it is not debarred from participation in any federal or state funded programs and that it shall immediately provide notice to DCF in the event it becomes debarred during the term of the contract. The Contractor will provide a Debarment Memorandum attesting to such statement with this proposal and at any subsequent time upon request of DCF.

5. Cost Sheet

Contractor: _____

Service to be Provided: _____

*Preferable to complete a separate sheet for each regions and service to be provided

	Year 1 Per Hour	Year 2 Per Hour	Year 3 Per Hour	Year 4 Per Hour	Year 5 Per Hour
Normal Business Hours (M-F 8:00 A.M. CST to 5:00 P.M. CST)	\$	\$	\$	\$	\$
After Hours (M-F 5:01 P.M. CST to 7:59 A.M. CST)	\$	\$	\$	\$	\$
Weekend/Holiday Hours	\$	\$	\$	\$	\$

****Bidder may provide pricing above to include an incremental increase from their year one (1) cost, not to exceed 5%, for years 2-5. No additional price adjustments shall be granted during the life of any contract awarded under this solicitation.**

Emergency Response Time: _____

Non-Emergency Response Time: _____

Please identify the regions where services are available. See Attachment B – Regional Map

- ☐ **Region 1** **KC Metro Region**
- ☐ **Region 2** **East Region**
- ☐ **Region 3** **Wichita Region**
- ☐ **Region 4** **West Region**

The following vendor travel expenses will be reimbursed by the agency with prior approval from the agency using the guidelines outline from the Kansas State Employees Travel Center and M&IE GSA. The URLs are located below.

- 1) Mileage – IRS standard rates
- 2) Airline Travel
- 3) Lodging
- 4) Per Diem
- 5) Transportation

<https://admin.ks.gov/offices/accounts-reports/state-employees/state-employees-travel-center>

<https://www.gsa.gov/travel/plan-a-trip/per-diem-rates/mie-breakdowns>

Out-of-State Travel to include flights, lodging and transportation will be reimbursed using the guidelines outlined in the URLs above but must be approved by the agency before booking.

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.

6.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each 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.