

Constituent Relationship Management Software Services
for the Kansas Legislature

REQUEST FOR PROPOSAL (RFP)

Date Posted: May 31, 2024

Closing Date: July 31, 2024, 5:00 pm (CDT)

Contacts: Thomas A. Day, Director
Office of Legislative Administrative Services
Tom.Day@las.ks.gov
785.296.2391

Contracting Entities: Kansas Legislature

Item: Constituent Relationship Management Software Services for the Kansas Legislature

Bid Guarantee: No Monetary Bid Guarantee Required

Request for Proposal recently posted to the Kansas Legislature's website. The Request for Proposal can be downloaded by going to the following website: <https://kslegislature.gov/li/>

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

Questions requesting clarification of the bid must be submitted in writing to the contacts listed above
Before the close of business on Wednesday, July 17, 2024

Answers to the questions will be available on the Legislature's website <https://kslegislature.gov/li/>

It shall be the responsibility of all participating bidders to acquire any and all additional information as it is posted to the website. **Bidders not initially invited to participate in this Bid Event must notify the contacts listed above of their intent to bid at least 24 hours prior to the closing date/time.**

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SIGNATURE SHEET

Item: Constituent Relationship Management Software Services for the Kansas Legislature

Agencies: Kansas Legislature, Kansas Legislative Office of Information Services

Closing Date: July 31, 2024, 5:00pm (CDT)

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 _____

Office Phone Number _____ Local Number _____

Cell Phone Number _____ 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 the Office of Legislative Administrative Services.

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 _____

Office Phone Number _____ Local Number _____

Cell Phone Number _____ Fax Number _____

E-Mail _____

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CERTIFICATION OF COMPANY

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

In accordance with K.S.A. 75-3740e and K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and K.S.A. 75-3740f.

Signature, Title of Contractor

Date

Printed

Name of Company

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TAX CLEARANCE INSTRUCTIONS

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

To obtain a Tax Clearance Certificate, you must:

- Go to <https://www.ksrevenue.gov/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 bid proposal
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued

Contractors must submit a current Tax Clearance Certificate.

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:

<https://www.ksrevenue.gov/busregistration.html>

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1. Bidding Instructions

1.1. Bid Event ID

The Request for Proposal name, indicated in the header of this page, 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 contacts listed on Page 1 of this proposal.

1.2. Questions/Addenda

Questions requesting clarification of the bid event must be submitted in WRITING (Via email is requested) to the Contacts prior to the close of business on **July 17, 2024**.

Failure to notify the Contacts 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 the questions will be available on the Legislature's website <https://kslegislature.gov/li/>.

It shall be the responsibility of all participating bidders to acquire any and all addenda and additional information as it is made available from the website cited above. Bidders must check the website periodically for any additional information or instructions.

1.3. Pre-Bid Conference (If Needed)

A Pre-Bid Conference will not be held.

1.4. Appearance Before Procurement Negotiating Committee (PNC)

Any, all, or no bidders may be required to appear before the Procurement Negotiating Committee (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 Procurement Negotiating Committee reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information from 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 cutoff time for submittal of revisions. Negotiation meetings before the Procurement Negotiating Committee shall be held in executive session pursuant to K.S.A. 75-4319, and amendments thereto. Bidders are prohibited from electronically recording these meetings. All information received prior to the cutoff time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cutoff time unless requested by the Procurement Negotiating Committee.

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1.5. 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:

Procurement Negotiating Committee
c/o Legislative Administrative Services
RFP Constituent Relationship Management Software Services
Statehouse, Room 551-S
300 SW Tenth Avenue
Topeka, Kansas 66612

1.6. 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.

1.7. 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 Procurement Negotiating Committee has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The Procurement Negotiating Committee reserves the right to reject proposals that 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 title and closing date.

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

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

1.8. Signature on 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.

1.9. Acknowledgment of Amendments

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

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1.10. Modification of Proposals

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

1.11. Withdrawal of Proposals

A proposal may be withdrawn on written request from the bidder to the Procurement Negotiating Committee Contacts prior to the closing date.

1.12. Competition

The purpose of this bid event is to seek competitive responses. The bidder shall advise the Procurement Negotiating Committee Contacts 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 Procurement Negotiating Committee no later than five (5) business days prior to the bid closing date. The PNC reserves the right to waive minor deviations in the specifications that do not hinder the intent of this bid event.

1.13. Evaluation of Proposals

Award shall be made in the best interest of the State as determined by the Procurement Negotiating Committee. 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.
- 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
- Appropriate methodology planned to accomplish tasks
- Response format as required by this RFP

1.14. Acceptance or Rejection

The Procurement Negotiating 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.

1.15. 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:

Requesting a List of Bidders via E-mail to legserv@las.ks.gov or in writing to the following address. Include the RFP name in all requests.

Procurement Negotiating Committee
c/o Legislative Administrative Services
RFP Constituent Relationship Management Software Services
Statehouse, Room 551-S

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300 SW Tenth Avenue
Topeka, Kansas 66612

Requests for additional bid information will be processed via Kansas Open Records Act Requests.

1.16. Disclosure of Proposal Content and Proprietary Information

All proposals become the property of the Procurement Negotiating Committee of the Kansas Legislature. 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. No proposals shall be disclosed until after a contract award has been issued. The PNC 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 Procurement Negotiating Committee reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The Procurement Negotiating Committee does not guarantee protection of any information that is not submitted as required.

1.17. Exceptions

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

1.18. Notice of Award

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

1.19. News Releases

Only the Procurement Negotiating Committee of the Kansas Legislature 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

Bidder's proposal shall consist of:

- One (1) original and THREE (3) copies of the Technical Proposal, including the Signature Sheet document, applicable literature and other supporting documents;

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- One (1) original and THREE (3) copies of the Cost Proposal (please do not duplicate and resubmit the Signature Sheet and supporting documents with the Cost Proposal);
- One (1) electronic / software version(s) of the technical and cost proposals are required. That is one each for a total of two. This shall be provided on flash drive, in Microsoft® Word, Excel or searchable PDF®. Technical and cost responses shall be submitted on separate media.

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

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 5:00 pm, Central Daylight Time, on the closing date, addressed as follows:

Procurement Negotiating Committee
c/o Legislative Administrative Services
RFP Constituent Relationship Management Software Services
Statehouse, Room 551-S
300 SW Tenth Avenue
Topeka, Kansas 66612

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, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured until closing. The PNC shall not be responsible for 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 in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format

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

2.3. Transmittal Letter

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, that 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;

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- (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 that 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 Procurement Negotiating Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information

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

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

2.5. Qualifications

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

2.6. Experience

All bidders must have a minimum of three years continuous active participation in the applicable industry, providing services comparable in size and complexity to those specified herein.

2.7. Timeline/Availability

The availability and capacity for implementing services upon notification of need must be submitted with the bid.

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2.8. Methodology

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

2.9. References

Provide three references for similar services from the bidder in the last five years. References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees shall not be shown as references.

2.10. Bidder Contracts

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

2.11. Alternate Proposals/Equivalent Items

Bids on goods and services comparable to those specified herein are invited. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, shall be returned at bidder's expense, if requested.

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

2.12. Technical Literature

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

2.13. Human Trafficking

The State of Kansas, as a matter of public policy, encourages anyone doing business with the State of Kansas to take steps to discourage human trafficking. If prospective bidders/vendors/Contractors have any policies or participate in any initiatives that discourage human trafficking, the prospective bidder/vendor/Contractor is encouraged to submit same as part of their bid response.

2.14. Data Sharing Agreement

In furtherance of securing the confidentiality of data provided by the State, the selected bidder will be subject to the terms and conditions of a data sharing agreement between the bidder and the State, which may be incorporated into the services contract.

3. Terms and Conditions

3.1. Contract

The successful bidder will be required to enter into a written contract with the Kansas Legislature. 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.

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3.2. Contract Documents

This bid event, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

3.3. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.4. Contract Formation

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

3.5. Statutes

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

3.6. Governing Law

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

3.7. Jurisdiction

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

3.8. Mandatory Provisions

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

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3.9. Termination for Cause

The Kansas Legislature 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 Kansas Legislature shall provide the 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 the State may authorize in writing), the Kansas Legislature shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.10. Termination for Convenience

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

3.11. Rights and Remedies

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

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

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

3.12. Antitrust

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

3.13. Hold Harmless

The Contractor shall indemnify the Kansas Legislature against any, and all, loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for

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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 Kansas Legislature shall not be precluded from receiving the benefits of any insurance the Contractor may carry that 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 Kansas Legislature's right to recover against third parties for any loss, destruction, or damage to State property.

3.14. Force Majeure

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

3.15. 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 Kansas Legislature. The Kansas Legislature 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 Kansas Legislature.

3.16. Third Party Beneficiaries

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

3.17. 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 the Kansas Legislature shall not constitute a waiver.

3.18. Injunctions

Should the Kansas Legislature 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 Kansas Legislature, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.19. 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.

3.20. Subcontractors

The Contractor shall be the sole source of contact for the contract. The Kansas Legislature 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,

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conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

3.21. 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.

3.22. 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.

3.23. 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 Council'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 Kansas Legislature any documentation or other such evidence to verify the Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

3.24. Proof of Insurance

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

3.25. Conflict of Interest

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

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3.26. Nondiscrimination and Workplace Safety

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

3.27. Confidentiality

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

3.28. Environmental Protection

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

3.29. 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.

3.30. Retention of Records

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

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

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

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3.31. Off-Shore Sourcing

All work performed by Contractor pursuant to the terms and conditions of this Request for Proposal shall be performed in the United States and no part of such work shall be sourced to a location outside of the United States.

3.32. Payment

Payment Terms are Net 30 days based on each invoice submitted.

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

3.33. Accounts Receivable Set-Off Program

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

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

3.34. 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 Kansas Legislature shall provide to the Contractor a certificate of tax exemption.

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

3.35. 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 that controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or

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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.

The Contractor certifies that neither it, its principals, or any subcontractor that the Contractor will utilize in furtherance of this agreement are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any federal department or agency.

3.36. 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.

3.37. 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.

3.38. Information/Data

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

3.39. Integration

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

3.40. Modification

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

3.41. 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.

3.42. Accessibility

The Contractor agrees that the services to be provided under this Contract shall comply with applicable state and federal law. This includes Section 508 of the Rehabilitation Act of 1973 and any amendments thereto, (29 U.S.C. § 794d), and its implementation of Electronic and Information Technology Accessibility Standards (36 CFR § 1194).

3.43. Restricted Use Information

“Restricted Use Information” means information provided to the Contractor by or at the direction of the Kansas Legislature, or to which access was provided to the Contractor by or at the direction of the Kansas Legislature, in the course of the Contractor’s performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures,

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addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

3.44. Award

Award will be based on overall bid(s) in the best interest of the State of Kansas and the Kansas Legislature.

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4. SPECIFICATIONS

PURPOSE OF REQUEST FOR PROPOSAL

The Kansas Legislature is comprised of 165 legislators who are responsible for handling his/her own constituent communications. In addition, legislators have part-time staff during the legislative session to assist them with answering telephone, answering emails, and other forms of communication. In total, the Kansas Legislature would have potentially 300 users, with differing levels of technology skills, for constituent relationship management. Constituent communications, per legislator, may range from several hundred emails, phone calls, and letters during the legislative session, to less than ten per week when the Legislature is not in session.

Legislators communicate with the constituents in their respective districts throughout the year. Oftentimes, communications may also come from individuals outside of the legislator's district. The constituent relationship management software should have the capability of identifying out-of-district communications. Most state legislators believe that constituent communication and feedback, whether by email, phone call, letters, or face-to-face meetings, are an important part of the policy-making process. The goal for the constituent relationship management software implementation is to help legislative offices, and specifically legislators, handle constituent correspondence in a more efficient, effective way.

The purpose of this Request for Proposal (RFP) is to provide the Kansas Legislature a constituent relationship management software service to assist in decreasing response time for both staff and constituents, to encrypt data in transit to ensure constituent privacy, track casework through completion, include integrations with existing systems and allow for proactive communication to all Kansas residents using prescriptive demographic information for targeted outreach, engagement and education.

Specifically, the constituent relationship management software shall provide functionality to collect, track, organize, and analyze the data that the organization needs to optimize communication and services with constituents. Additional considerations shall include levels of support, training, security, flexibility, customization, and integration with existing communication tools. The proposal should include any detailed specifications on existing systems such as version numbers and functionality options. The proposal should also include any additional software, hardware, or services required but not part of the constituent system, and not currently in service at the Kansas Legislature.

The Kansas Legislature shall maintain ownership of all data collected. Vendors shall disclose the security standards they adhere to and state agreement that data storage shall be in, and remain in, the United States. Vendor bids shall include training for Legislative IT staff on system administration and system use. Bids shall also include training on software usage, to IT staff, legislators and legislative staff.

Additional features and options may be listed separately with costs associated. Vendors should define the level of internal support required to operate and administer the system.

The Legislature seeks a bid that will include enterprise licensing, or individual licensing, for up to three hundred users. Licensing for users must be transferrable.

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PREFERRED REQUIREMENTS

1. The product must be a hosted/SaaS product.
2. Must be able to monitor and track & respond to email requests within the procured product without the need to duplicate work in existing systems.
3. Must have the ability to add phone requests to the product.
4. Must have the ability to add in-person requests within the product.
5. The product shall be intuitive.
6. The product must have the ability to upload existing constituent data.
7. The product shall include a defined support model for ongoing post-implementation support for items such as patches, updates, upgrades, etc.
8. Must maintain an audit log of all actions with a constituent, including the staff user making any changes.
9. The product must allow the ability to log contact with a constituent outside of the product (i.e., in-person conversations).
10. The product must include a native mobile application that will allow users to access, update, and respond to constituent profiles and communications from a tablet or phone.
11. All data transferred must be encrypted in transit via industry best-practice and at rest via industry standards.
12. The ability to easily export basic information in CSV format
13. The product must have the ability to store basic constituent information (name, address, phone, email, district, etc.)
14. The product should contain a 'Notes' field for internal staff case notes.
15. The product should automatically identify if a contact lives within the district/state.
16. The product must be able to use name, address, phone, or email as ways to search for and identify a constituent.
17. The product must be able to avoid duplication of constituent records.
18. The product should ingest constituent information from a pre-populated data source including name, address, etc., such as the Kansas Voter Registration Database.
19. The product should provide an ability to tag a constituent with topics they are interested in or contact an office about.
20. The product should have the ability to set reminders for staff to follow-up with constituents.
21. The product should allow users to create pre-approved, automated reminders which the product will send to constituents or third-party agencies.
22. The product must have the ability to store and search communication history for each constituent.
23. The product must have the ability to search by date range, specific date, topic/tag, case name, and/or geographic information.
24. The product should have the ability to assign cases to staff users.
25. The product must have the ability to respond to multiple, similar email requests at once.
26. The product must have the ability to create, store, and send pre-approved email responses to messages based on specific topics. With workflow approval
27. The product should have the ability to auto-respond to "robo-mail" (email with identical messages) with predefined responses. With workflow approval
28. The product must have the ability to send mass communication by tag, location, and other custom criteria.
29. The product must have the ability to create and manage proactive outbound and targeted communication (i.e. newsletters, etc.)

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30. The product must be able to send outbound communications to constituents from the appropriate .gov domain.
31. The product's outbound communications should be encrypted end-to-end.
32. The product should have the ability for constituents to sign up for information/newsletters.
33. The product should have the ability to track communication to constituents (including: last communication date, subjects, tags, etc.)
34. The product must allow a staff user to schedule a future date/time send of a proactive communication.
35. The product must include a geographic user interface/map to segment constituents based on geographic, psychographic, and demographic data sets for targeted communications.
36. The product must include the option for a complete integration with an updatable constituent data set to allow for the creation of targeted constituent communication, and the automatic population of those communications inside the tool without the need to manually import the communication.
37. The vendor shall be responsible for configurations of software to be compatible with Exchange/Outlook with assistance and approval of Kansas Legislative Office of Information Services.
38. The vendor is responsible for providing training, and training materials, to legislative members, legislative staff, and Legislative Office of Information Services staff. Training should include sessions and materials for the end-user and sessions and materials for technical staff on system configuration and maintenance.

SCOPE OF WORK – BASE BID

DEADLINES

Request for Proposal Issuance – May 31, 2024

Questions Requesting Clarification Due – July 17, 2024

Proposals Due – July 31, 2024

Vendor Demonstrations – August 5, 2024 – August 13, 2024

Contract Review and Decision by LCC – August 31, 2024

Expected Implementation of Services by Vendor – December 1, 2024

CONTENTS OF THE PROPOSAL

Each responder shall provide a technical proposal in the order specified below:

- Table of Contents

- Provide the name, title, address, email address, and telephone number for all individuals who may be assigned to work on the project. Summarize the individual's relevant experience, including level of responsibility. The individual charged with overall responsibility should be clearly identified and should be available to make any oral presentation, if requested.

- Provide a minimum of three references, including contact names and telephone numbers.

- Describe your firm's procedure and policy for providing continuing, uninterrupted service if staffing changes occur or if the requested scope of services is significantly increased. In addition, describe

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your procedure for replacing personnel assigned to the project.

- Explain the nature and extent of familiarity and experience regarding the stated scope of work to be performed in this request for proposal.
- Provide a narrative describing the manner in which you will provide the required services.
- Provide a list of similar engagements. Include a brief analysis of each engagement.

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5. COST SHEET

Vendor Name: _____

The bidders rate sheet is to be the Cost Proposal. Please submit a rate sheet showing standard rates and proposed hourly rates. The submitted rate sheet is to be fixed for the term of the contract.

Please provide the following costs for the project.

Estimate Total Cost	Base Bid	\$ _____
1) Software Cost (Specify whether hosted or installed service, enterprise license use, or individual license use)		\$ _____
2) Upgrade Cost (if not included in software cost)		\$ _____
3) Consultant Services Fees		\$ _____
4) Training Fees (if not included)		\$ _____

Other Costs not shown above (Add-On Features, please be specific)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

List Hourly Consultant Rates for each Principal, Associate, Administrative Staff, and Subcontractor:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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6. Contractual Provisions Attachment

(DA-146a Rev. 07/19)

6.1. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

6.2. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

6.3. Termination Due To Lack Of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

6.4. Disclaimer Of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

6.5. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase ""equal opportunity employer""; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute

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a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6.6. Acceptance Of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6.7. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

6.8. Representative's Authority To Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

6.9. Responsibility For Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

6.10. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

6.11. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

6.12. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

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6.13. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.