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

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

Adam Proffitt, Secretary
Todd Herman, Director

Laura Kelly, Governor

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0010991
Requisition ID:	0000125549
Document Number:	RFX0002979
Replaces Contract:	NEW
Date Posted:	November 9, 2026
Closing Date:	December 17, 2026, 2:00 PM CST
Procurement Officer: **Telephone:** **E-Mail Address:**	Lily Lundy 785-296-0714 lily.lundy@ks.gov
Web Address:	http://admin.ks.gov/offices/procurement-contracts/
Agency:	Kansas Department of Health and Environment
Item:	Virtual Lifestyle Coach Training
Period of Contract:	Date of Award through February 29, 2032
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 above website.

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, 2:00 PM CST on December 17, 2026.

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

SIGNATURE SHEET

Item: Virtual Lifestyle Coach Training
Agency: Kansas Department of Health and Environment
Closing Date: December 17, 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 lily.lundy@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 December 17, 2:00 PM 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** 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 terrorism[1].

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, Room 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 the close of business on November 25, 2026 to the following address:

Lily Lundy
Telephone: 785-296-0714
E-Mail Address: lily.lundy@ks.gov

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

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

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

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

1.3. Pre-Bid Conference

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, Room 1001 North
Topeka, Kansas 66612-1286

RE: EVT0010991

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

1.7. Cost of Preparing Proposal

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

1.8. Preparation of Proposal

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

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

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

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

1.9. Signature of Proposals

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

1.10. Acknowledgment of Amendments

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

1.11. Modification of Proposals

A bidder may modify a proposal by letter or by E-mail 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 Responding Bidders may be obtained in the following manner:

1. Requesting a List of Responding Bidders via E-mail to tabsheets@ks.gov or in writing to the following address. Include the Bid Event number EVT0010991 in all requests.

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

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

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

Requests will not be fulfilled until payment has been received.

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

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

1.17. Disclosure of Proposal Content and Proprietary Information

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (http://www.admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-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 either electronically or by courier, but not both

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

- Bids submitted via email will be sent to procurement@ks.gov by the due date and time. Subject Line of email must contain EVT0010991 and your company name.
- A Technical Proposal, including the signed Event Details document, applicable literature, and other supporting documents, in searchable PDF®, Microsoft® Word, or Excel.
- A Cost Proposal, in searchable PDF®, Microsoft® Word, or Excel.
- The technical proposal file must be named “EVT0010991 - Company Name - Technical Proposal” and the cost proposal file must be named “EVT0010991 - 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 searchable PDF®, Microsoft® Word, or Excel.
- 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 and closing date.

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

Kansas Department of Administration
Procurement and Contracts
Proposal #: EVT0010991
Closing Date: December 17, 2026, 2:00 PM CST
900 SW Jackson Street, Room 1001 North
Topeka, Kansas 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 must have a minimum of five (5) years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

2.7. Timeline

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

2.8. Methodology

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

2.9. References

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

2.10. Bidder Contracts

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

2.11. Technical Literature

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

2.12. Procurement Card (P-Card)

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

3. Terms and Conditions

3.1. Contract

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this bid event.

3.2. Contract Documents

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

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

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

3.3. Captions

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

3.4. Definitions

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

3.5. Contract Formation

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

3.6. Statutes

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

3.7. Governing Law

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

3.8. Jurisdiction

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

3.9. Mandatory Provisions

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

3.10. Termination for Cause

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

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

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

3.11. Termination for Convenience

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

3.12. Rights and Remedies

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

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

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

3.13. Debarment of State Contractors

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

3.14. Antitrust

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

3.15. Hold Harmless

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

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

3.16. Force Majeure

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

3.17. Assignment

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

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

3.18. Third Party Beneficiaries

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

3.19. Waiver

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

3.20. Injunctions

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

3.21. Staff Qualifications

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

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

3.22. Subcontractors

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

3.23. Independent Contractor

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

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

3.24. Worker Misclassification

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

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

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

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

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

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

3.26. Proof of Insurance

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

3.27. Conflict of Interest

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

3.28. Nondiscrimination and Workplace Safety

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

3.29. Confidentiality

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

3.30. HIPAA Confidentiality

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

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

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

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

3.35. 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 a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

3.37. Prices

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

3.38. Payment

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

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

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

3.39. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / set-off by the State of Kansas. Notice of the 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. Payments set-off 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 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. Debarment of State Contractors

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

3.42. Materials and Workmanship

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

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

3.43. Industry Standards

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

3.44. Implied Requirements

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

3.45. Submission of the Bid

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

3.46. 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.

3.47. 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.

3.48. Information/Data

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

3.49. 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. Integration

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

3.52. Modification

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

3.53. Severability

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

3.54. Award

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

4. Specifications

The Kansas Department of Health and Environment is seeking competitive bid proposals from qualified vendors to provide the nationally recognized, CDC-recognized virtual lifestyle coach training that trains individuals in the National DPP curriculum to increase the delivery of the NDPP statewide.

4.1. Introduction

In 2024, diabetes was the sixth leading cause of death in Kansas:

2024 Kansas Annual Summary of Vital Statistics. Kansas Department of Health and Environment, Bureau of Epidemiology and Public Health Informatics. December 2025. Accessed October 9, 2026. https://www.kdhe.ks.gov/DocumentCenter/View/53419/Kansas-Annual-Summary-of-Vital-Statistics-2024-PDF

According to the American Diabetes Association, this disease imposes a substantial economic burden on Kansas with diabetes accounting for approximately $2.5 billion in direct medical costs in 2022:

American Diabetes Association. The Burden of Diabetes in Kansas. Updated February 2025. Accessed September 4, 2026. https://diabetes.org/sites/default/files/2025-05/the-burden-of-diabetes-kansas-05-08-25.pdf

The prevalence of prediabetes and diabetes is also significant, with approximately one in eight adult Kansans having been diagnosed with diabetes, and one in nine Kansas adults having prediabetes, and more than eighty percent (80%) of those do not know they have prediabetes. The Kansas Department of Health and Environment Health Integration and Promotion Team (KDHE HIP) administers multiple evidence-based programs aimed at reducing the risk, prevalence, and associated costs of diabetes, including the National Diabetes Prevention Program (NDPP).

4.2. Background

The State of Kansas is committed to reducing the burden of chronic diseases, including diabetes, through the expansion of evidence-based prevention and management programs. To support this effort, the State seeks to educate lifestyle coaches to increase access to the National Diabetes Prevention Program (NDPP), for Kansas residents. This training will allow local programs to meet all levels of recognition and include compliance with a minimum 12-hour training curriculum, such as PreventT2, to align with Centers for Disease Control and Prevention Diabetes Prevention Recognition Program (CDC DPRP) standards, including adult education principles, cultural responsiveness, and health equity frameworks.

With more than 26.6% of Kansas residents living in densely-settled rural, rural, and frontier counties, many face barriers to participating in the NDPP due to limited availability of local offerings. The lifestyle change program will target public health professionals, community health workers, and diabetes educators to provide the official Lifestyle Coach certification.

4.3. Clarification of Language

- The Kansas Department of Health and Environment Bureau of Health Promotion's Health Integration and Promotion Section will be referred to as "KDHE HIP."
- The terms "National Diabetes Prevention Program", "National DPP", "NDPP" and "DPP" are used synonymously in this document.
- The terms "response" and "proposal" are used synonymously in this document.
- The term "participant" refers to healthcare professionals or community health workers interested in completing the CDC-recognized lifestyle change program coach training.
- Participating programs" will refer to organizations that provide NDPP across the State of Kansas.
- "Service Provider" shall refer to the organizations that provide the National Diabetes Prevention Program throughout the State of Kansas.

- "Contractor" shall refer to the bidder that gains the contract for the services listed in this Request for Proposal (RFP).
- "CDC' shall refer to the Centers for Disease Control and Prevention, which is one of the funding organizations for these services.
- "DPRP" shall refer to the Diabetes Prevention Recognition Program, which is a CDC data submission portal, in which data is submitted to on a bi-annual basis for Service Providers of participating NDPP programs to gain and maintain CDC recognition.
- "Cohort" refers to the group of participants in a NDPP lifestyle coach training class.

4.4. Services to be Provided

The Supplier will provide up to two (2) virtual NDPP lifestyle coach training cohorts for up to twenty-one (21) participants per cohort. The lifestyle coach training certification will include the following deliverables:

- A CDC-recognized organization with national reach.
- Delivery of a minimum 12-hour CDC-recognized training curriculum for cohort participants.
- Provide technical assistance to completers of the training curriculum.
- Issuance of Certificates of Completion.
- Tracking and reporting data for participant competency.

4.5. Key Functional Requirements

The Contractor will provide KDHE HIP with virtual NDPP lifestyle coach training with the following requirements:

- Demonstrated experience with the PreventT2 or equivalent curriculum and at least one (1) year of training background.
- Capacity to provide Certificates of Completion. The Contractor shall provide KDHE HIP de-identified data upon request for CDC-required reports.
- Certified Master Trainers or Lifestyle Coaches with cultural competency regarding American Indian and Alaska Native communities.

4.6. Data Collection and Reporting

Attendance and participation logs, documenting which cohort participants attended the minimum 12 hours of required formal training.

- Pre- and post- tests or survey data measuring the trainees' understanding of the PreventT2 curriculum.
- Track data necessary to award Certificates of Completion.

4.7. Contract Term

The contract term will be for five (5) years from the Date of Award. The actual contract start date will be established by a fully executed contract.

4.8. Deliverables/Timeline

The following is a table demonstrating the timeline for deliverables upon full execution of the contract:

Task	Estimated Duration	Timeline for Task Completion	Responsible Group
Phase 1: Regulatory Alignment and Contract Signing			
Project Kick-Off Call	1 day	No later than 1 day	Contractor
Review and finalize project plan	3 days	No later than 7 days	Contractor
Establish project calls	1 day	No later than 7 days	Contractor / KDHE
Phase 2: Schedule Trainings			
Work with KDHE to plan contract year trainings	1 day	No later than 14 days	Contractor / KDHE
Phase 3: Go-Live			
Marketing & Referral Launch	90 days	No later than 60 days (Start of Marketing)	Contractor / KDHE
Operational Go-Live	1 day	No later than 75 days	KDHE

4.9. Proposal Submission Requirements

4.9.1. Executive Summary

Provide an executive summary of not more than two (2) pages in length to describe the organization's history, philosophy, and approach in working with state clients, philosophy, and approach in working with Service Providers and program participants, the organization's vision for the next five years, and a description of any qualities or services that make the organization uniquely suited to provide National DPP lifestyle coach training.

4.9.2. Description of Experience

1. Describe demonstrated successful experience in managing a virtual Lifestyle Coach Training.

2. Describe specific experience in providing technical assistance and consultation to service providers.

3. Describe systems to ensure the confidentiality of participants. Identify the specific measures used to assure the protection of personal health information as required under HIPAA.

4. Provide a complete list of the Supplier's current state and commercial National DPP Lifestyle Coach Training clients, including the date the contractual relationship began, and a contact person and telephone number. KDHE HIP may contact any of these current clients for reference information.

4.9.3. Management and Staffing

1. Describe key job responsibilities, staff job descriptions, and corresponding FTEs to carry out proposed work.

2. Provide the name and resume of the person who will serve as Kansas's account representative. Please list the other accounts for which the individual will be responsible in addition to Kansas.

4.9.4. Data Collection and Reporting

1. Describe the Supplier's ability to collect data that measures Service Provider and cohort performance in terms of number of individuals enrolled in programs, number of individuals who completed programs.

2. Provide a sample of the cohort report and definitions of each item contained in the report.

4.9.5. Work Plan and Timeline

1. Provide a detailed work plan to guide the implementation of the lifestyle change program training. Indicate the responsible party, milestones, and specific date estimates. Include a narrative description of the individual items or the timeline, as needed.

2. Subsequent work plans may be developed in collaboration with the KDHE HIP when protocols change, or other service adjustments are needed.

4.9.6. Evaluation and Research

The Contractor shall conduct applied research to analyze the real-world effectiveness of specific delivery methodologies.

1. Evaluate the comparative outcomes of virtual/distance delivery vs. in-person delivery within geographically isolated or under-resourced communities.

2. Utilize validated implementation science frameworks (e.g., RE-AIM) to analyze program reach, adoption, implementation costs, and long-term sustainability.

3. Synthesize research findings into actionable reports, technical briefs, and peer-reviewed formats to help optimize statewide or organizational diabetes prevention resource allocation.

4.9.7. Cost Proposal/Cost Analysis

1. The Supplier must submit a Cost Proposal that covers the entire contract period.

2. The Cost Proposal must include the costs necessary for the Supplier to fully comply with the contract terms, conditions, and RFP requirements.

3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with KDHE HIP, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

4. A fully disclosed and detailed Budget Narrative must be included with the Cost Proposal to support the reasonableness of the proposal. Fees for services not included in this request for proposals will not be the responsibility of KDHE HIP.

5. Cost Sheet

Bidder Name:_____

Bidder shall provide virtual lifestyle coach training for the Kansas Department of Health and Environment per the Specifications above for the price and term of contract below:

National Diabetes Prevention Program Lifestyle Coach Training	**Qty**	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Lifestyle Coach Training for up to 20 participants	1	$	$	$	$	$
Total Per Year	2	**$**	**$**	**$**	**$**	**$**

Bidder may provide pricing above to include an incremental increase from their Year 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.

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

6.3. Kansas Law and Venue

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

6.4. Termination Due to Lack of Funding Appropriation

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

6.5. Disclaimer of Liability

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

6.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6.7. Acceptance of Contract

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

6.8. Arbitration, Damages, Warranties

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

6.9. Representative's Authority to Contract

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

6.10. Responsibility for Taxes

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

6.11. Insurance

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

6.12. Information

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

6.13. The Eleventh Amendment

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

6.14. Campaign Contributions / Lobbying

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