

REQUEST FOR PROPOSAL (RFP)

Bid Event Number: EVT0010963

Document Number: RFX0002960

Replaces Contract: NEW

Date Posted: October 13, 2026

Closing Date: November 19, 2026, 2:00 PM CST

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

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

Agency: South Central Regional Mental Health Hospital

Item: Hospital Patient Food Services

Period of Contract: Date of Award through December 30, 2031
(with the option to renew for one (1) additional 60-month period)

Bid Guarantee: No monetary bid guarantee required.

This Bid Event was recently posted to the Procurement and Contracts Internet website.
The document can be downloaded by going to the following website:

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

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

NOTES

- Mandatory Bidder Registration with the State of Kansas must be approved before the bid closing date for the company name and tax number submitted on Page 2 (Signature Sheet) of this document.
- The bidder registration requirement should only be completed once; Please contact the Procurement Officer listed above for verification. If you are not a registered bidder/vendor with the State of Kansas, the procurement officer will send you registration instructions.
- Please email the Procurement Officer listed above to request the company's invitation to bid
- Bids may be submitted to procurement@ks.gov prior to, but no later than, 2:00PM CST on November 19, 2026

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

SIGNATURE SHEET

Item: Hospital Patient Food Services
Agency: South Central Regional Mental Health Hospital
Closing Date: November 19, 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 at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____

Cell Phone _____ Fax Number _____

E-Mail _____

VENDOR RESPONSE CHECKLIST REQUEST FOR PROPOSAL (RFP)

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

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 lara.j.williams@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 **November 19, 2026, 2:00PM CST deadline.**

Technical Proposal (See Section 2.1 for submission requirements)

- _____ Signature Sheet
- _____ Tax Clearance Certificate
- _____ Immigration Reform and Control Certification
- _____ Sexual Harassment policy
- _____ Boycott of Israel
- _____ Transmittal Letter
- _____ Certification of Procurement
- _____ Bidder Information
- _____ Qualifications
- _____ Experience
- _____ Timeline (If applicable)
- _____ Methodology (If applicable)
- _____ References
- _____ Bidder Contracts/Subcontractor information, (If applicable)
- _____ Technical Literature, address Specifications (If applicable)
- _____ Event Details document completed (Questions answered) and signed
- _____ Any Amendments or Supplemental forms provided

Cost Proposal (See Section 2.1 for submission requirements)

- _____ Cost Sheet

TAX CLEARANCE INSTRUCTIONS

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

To obtain a Tax Clearance Certificate, you must:

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

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

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

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

Information about Tax Registration can be found at the following website:
<http://www.ksrevenue.org/busregistration.html>

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

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

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

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

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

Signature, Title of Contractor

Date

Policy Regarding Sexual Harassment

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

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

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

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

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

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

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

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

Signature and Date

Printed Name

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

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

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

Signature, Title of Contractor

Date

Printed

Name of Company

CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹.

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website.

<https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%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 3, 2026, to the following address:

Lara J Williams

Telephone: 785.296.2371

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

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

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

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

It shall be the responsibility of all participating bidders to acquire 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: EVT0010963

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

1.7. Cost of Preparing Proposal

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

1.8. Preparation of Proposal

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

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

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

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

1.9. Signature of Proposals

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

1.10. Acknowledgment of Amendments

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

1.11. Modification of Proposals

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

1.12. Withdrawal of Proposals

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

1.13. Competition

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

1.14. Evaluation of Proposals

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

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

1.15. Acceptance or Rejection

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

1.16. Proposal Disclosures

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

1. Request a List of Responding Bidders via E-mail to tabsheets@ks.gov or in writing to the following address. Include the Bid Event number EVT0010881 in all requests.

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

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

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

Requests will not be fulfilled until payment has been received.

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

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

1.17. Disclosure of Proposal Content and Proprietary Information

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

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

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

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

1.18. Exceptions

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions". 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 EVT0010963 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 "EVT0010963-Company Name-Technical Proposal" and the cost proposal file must be named "EVT0010963-Company Name-Cost Proposal".

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

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

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

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

Kansas Department of Administration
Procurement and Contracts
Proposal #: EVT0010963
Closing Date: November 19, 2026, 2:00 PM CST
900 SW Jackson Street, Room 1001- North
Topeka, KS 66612-1286

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

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

2.2. Proposal Format

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

2.3. Transmittal Letter

All bidders shall respond to the following statements:

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

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

2.4. Bidder Information

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

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

2.5. Qualifications

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

2.6. Experience

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

2.7. Timeline

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

2.8. Methodology

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

2.9. References

Provide three (3) references who have purchased similar items or services from the bidder in the last five (5) year(s). References shall show firm name, contact person, address, e-mail address and phone number.

Bidder's employees and the buying agency shall not be shown as references.

2.10. Bidder Contracts

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

2.11. Technical Literature

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

2.12. Procurement Card (P-Card)

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

3. Terms and Conditions

3.1. Contract

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

3.2. Contract Documents

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

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

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

3.3. Captions

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

3.4. Definitions

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

3.5. Contract Formation

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

3.6. Statutes

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

3.7. Governing Law

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

3.8. Jurisdiction

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

3.9. Mandatory Provisions

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

3.10. Termination for Cause

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

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

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

3.11. Termination for Convenience

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

3.12. Rights and Remedies

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

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

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

3.13. Debarment of State Contractors

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

3.14. Antitrust

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

3.15. Hold Harmless

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

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

3.16. Force Majeure

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

3.17. Assignment

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

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

3.18. Third Party Beneficiaries

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

3.19. Waiver

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

3.20. Injunctions

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

3.21. Staff Qualifications

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

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

3.22. Subcontractors

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

3.23. Independent Contractor

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

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

3.24. Worker Misclassification

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

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

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

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

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

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

3.26. Proof of Insurance

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

3.27. Conflict of Interest

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

3.28. Nondiscrimination and Workplace Safety

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

3.29. Confidentiality

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

3.30. 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. On-Site Inspection

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

3.37. 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.

3.38. Price Adjustments

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

3.39. 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.

3.40. 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.

3.41. 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.

3.42. Debarment of State Contractors

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

3.43. Materials and Workmanship

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

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

3.44. Industry Standards

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

3.45. Implied Requirements

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

3.46. Submission of the Bid

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made 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.

3.47. Inspection

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

3.48. 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.

3.49. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows 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.

3.50. 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.

3.51. 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.

3.52. 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.

3.53. 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.

3.54. 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.

3.55. 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.

3.56. Award

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

4. SPECIFICATIONS

The South Central Regional Mental Health Hospital (Hospital or SCR) is seeking competitive proposals from qualified vendors to provide safe, sanitary, nutritious, clinically appropriate, secure, and uninterrupted food services for a new 104-bed state mental health facility located in Wichita, Kansas, anticipated to open in January 2027.

The Contractor shall provide all labor, management, supervision, training, food, supplies, procurement, preparation, transportation, service, sanitation, inventory control, equipment not provided by the Hospital, technology necessary to perform the services, and quality assurance necessary to operate the food service program.

The Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, and requirements, including, as applicable, Centers for Medicare and Medicaid Services, The Joint Commission (TJC), Kansas Department of Health and Environment (KDHE), Kansas Department of Agriculture, KDA, Occupational Safety and Health Administration, the Kansas Food Code, applicable local health department requirements, and Hospital policies and procedures.

The Contractor shall maintain all licenses, permits, certifications, inspections, and approvals required for performance of the services.

4.1. Facility and Service Information

The Hospital is a 104-bed behavioral health facility. The Hospital anticipates phased implementation of services beginning in January 2027 and may increase census and services as operations expand.

Food service shall support the Hospital's patient population and authorized staff, visitors, guests, programs, activities, and operations.

The Contractor shall maintain sufficient flexibility to accommodate changes in patient census, patient acuity and population, programs and treatment services, unit configuration, meal locations, meal schedules, dietary requirements, Hospital operating hours, staffing levels, and other Hospital operational requirements.

Contractor shall identify all assumptions used in developing their proposed staffing, production, equipment, technology, inventory, and pricing models.

The Hospital does not guarantee a minimum number of meals, patient census, staff meals, catering services, or other billable services unless specifically stated in the resulting contract.

4.2. Services to Be Provided by Contractor

The Contractor shall provide a complete food service delivery system, including menu planning, nutritional analysis, procurement, receiving, storage, food production, food preparation, portioning, meal assembly, tray identification, transportation, meal delivery, meal service, tray retrieval, dishwashing, cleaning and sanitation, inventory control, waste management as assigned, quality assurance, meal-count accountability, required reporting, and other services necessary to fulfill this Scope of Work.

4.2.1. Patient Meals

1. Provide three meals daily, 365 days per year.
2. Provide meals in accordance with Hospital-approved meal schedules.
3. Provide snacks, nourishments, and nutritional supplements as ordered or authorized.
4. Provide regular, therapeutic, medical, dental, religious, cultural, and other Hospital-approved diets.
5. Accommodate texture-modified and other clinically required diets.
6. Accommodate food allergies and documented food intolerances.
7. Provide approved alternate entrées and meal substitutions.
8. Provide second servings when authorized.
9. Provide large or enhanced portions when ordered or otherwise authorized.
10. Provide meal replacements when appropriate.
11. Accommodate admissions, transfers, discharges, late procedures, missed meals, changes in diet orders, and other schedule disruptions.
12. Provide late trays or replacement meals when a patient misses a scheduled meal.
13. Provide appropriate meals when a patient's diet order changes after meal preparation or tray assembly.
14. Maintain procedures to prevent patients from receiving meals inconsistent with their current diet orders.
15. Provide feeding assistance only when separately authorized by the Hospital.

4.2.2. Meal Service Performance Standards

The Contractor shall establish and maintain documented procedures to ensure accurate patient identification, diet and allergen information, tray assembly, portion sizes, meal components, food temperatures, timely delivery, tray and utensil configuration, late trays, missed meals, admissions and transfers, and prompt correction of errors.

The Contractor shall propose measurable performance standards for meal accuracy, delivery timeliness, temperature compliance, diet-order accuracy, meal completion, substitutions, shortages, and other key performance indicators. Proposed standards shall be included in **Attachment A** and, once approved, may be incorporated into the resulting contract.

4.2.3. Staff, Guest, and Special Meals

1. Staff meals
2. Meals for employees required to work mandatory overtime
3. Family meals
4. Guest meals
5. Non-therapeutic meals
6. Meetings and conference meals
7. Refreshments
8. Catering
9. Boxed meals
10. Holiday and special-event meals
11. Unit activities and therapy programs
12. Therapeutic cooking activities
13. Cookouts, picnics, celebrations, and patient outings
14. Other Hospital-approved food-related activities

The Contractor shall identify pricing and ordering requirements for each separately billable service.

4.3. Menu and Nutrition Requirements

4.3.1. Menu Cycle

The Contractor shall develop and maintain a minimum five-week patient menu cycle. Menus shall be seasonally adjusted at least twice annually; provide adequate variety, cultural and ethnic choices, seasonal and holiday foods, balanced flavor, texture, color, and appearance; avoid unnecessary repetitive servings; provide appropriate alternatives; accommodate therapeutic diets; accommodate religious and cultural dietary requirements; and be approved by the Hospital before implementation.

Menus shall be submitted at least ten calendar days before implementation. Emergency menu changes may be submitted within 24 hours when necessary. Incidental substitutions shall be communicated to designated Hospital personnel (TBD) at least two hours before meal service when known in advance or as soon as the need is identified.

4.3.2. Nutritional Requirements

1. USDA MyPlate
2. Current Dietary Guidelines for Americans
3. Current Dietary Reference Intakes
4. Applicable CMS requirements
5. Applicable TJC requirements
6. Applicable professional nutrition and dietetic standards

Therapeutic diets shall be developed and reviewed by qualified clinical dietitians using the Academy of Nutrition and Dietetics Nutrition Care Manual or another Hospital-approved diet manual.

The Contractor shall provide nutritional analysis before implementation of new menus and whenever requested by the Hospital.

The Contractor shall provide appropriate animal and plant-based proteins, fiber, fruits, vegetables, whole grains when appropriate, healthy protein choices, and other nutritionally appropriate food choices.

Menus shall support individualized clinical requirements and calorie levels appropriate to the ordered diet, generally up to 2,700 calories per day unless otherwise ordered.

Unless otherwise clinically indicated, menu targets should generally include carbohydrates at 50–55%, protein at 17–20%, and fat at 25–30%, with appropriate limits on saturated fat, sugars, added sugars, and sodium.

The Contractor shall propose practical initiatives for reducing sodium and added sugars while maintaining nutritional adequacy and patient acceptance. The Contractor shall provide patient nutrition education materials when requested.

4.4. Therapeutic, Religious, Cultural, and Allergen Management

The Contractor shall have procedures to accommodate religious, cultural, medical, dental, therapeutic, allergy-related, and other authorized dietary requirements.

1. Receiving and interpreting diet orders
2. Identifying allergies and food intolerances
3. Identifying restricted ingredients
4. Preventing cross-contact
5. Preparing special meals
6. Labeling and identifying special meals
7. Controlling substitutions
8. Communicating dietary restrictions to food-service employees
9. Responding to changes in diet orders
10. Investigating and reporting allergy-related or diet-order incidents

Religious and cultural meals shall be prepared in accordance with Hospital-approved requirements and applicable restrictions. The Contractor shall identify any limitations, additional charges, or special ordering requirements associated with religious, cultural, therapeutic, or allergy-specific meals.

4.5. Food Quality and Procurement

1. Use only wholesome, properly inspected food within its usable shelf life.
2. Meet applicable USDA specifications for meat, including commodity meat.
3. Beef, veal, and lamb shall be USDA Select or Choice.
4. Pork, poultry, eggs, and dairy shall be USDA Grade A.
5. Fresh produce shall be U.S. No. 1.
6. Canned goods shall be U.S. Grade A or B.
7. Other food products shall be of comparable quality.
8. Maintain sufficient food, beverage, supplement, and consumable inventories for uninterrupted service.
9. Establish minimum and maximum inventory levels and appropriate receiving, storage, rotation, and transportation procedures with the Hospital.
10. Maintain controls to minimize expired, damaged, spoiled, or unusable products.

4.6. Snacks, Nourishments, and Nutritional Supplements

The Contractor shall provide routine and ordered between-meal snacks, hour-of-sleep snacks, clinical nourishments, nutritional supplements, galley/unit stock, medication-room food items, approved patient kitchen supplies, motivational or treatment-related snacks, and other authorized food items.

All snacks, nourishments, and supplements shall be consistent with the patient's diet order and clinical requirements.

The Contractor shall provide a standard snack menu identifying product/item, brand if applicable, serving size, nutritional information, available diets, storage requirements, ordering method, and unit price.

The Contractor shall provide nutritional supplements as ordered by authorized clinical personnel and shall identify pricing separately from base meal pricing.

4.7. Food Safety, Sanitation, and Infection Control

The Contractor shall maintain written food safety, sanitation, storage, preparation, service, and quality-control procedures.

1. Monitor and document required temperatures for receiving, storage, preparation, cooking, cooling, reheating, transportation, meal service, dishwashing, and other applicable processes.
2. Maintain documented cleaning and sanitation schedules.
3. Use Hospital-approved chemicals and maintain controls for chemicals, knives, keys, food, equipment, cleaning supplies, and other security-sensitive items.
4. Provide required food-safety certifications, employee health clearances, TB screening/testing when required, infection-control training, Personal Protection Equipment, Occupational Safety and Health Administration approved first-aid supplies and other required qualifications.
5. Promptly correct health, safety, food-handling, infection-control, and sanitation deficiencies.
6. Handle food-service trash, garbage, grease, and recycling in accordance with Hospital procedures and final contract allocation.

4.8. Quality Assurance and Performance Improvement

The Contractor shall implement and maintain a written Quality Assurance/Performance Improvement (QAPI) program addressing procurement, receiving, storage, food preparation, meal service, sanitation, nutrition, staffing, training, diet and tray accuracy, meal timeliness, temperatures, portion control, substitutions, shortages/run-outs, customer satisfaction, complaints, equipment reliability, and emergency preparedness.

The Contractor shall provide QAPI documentation at least monthly or as requested. Complaint and grievance logs shall be maintained and complaints addressed within seven working days unless a shorter period is required.

The Contractor and Hospital shall meet at least quarterly to review performance, customer satisfaction, complaints, quality measures, staffing, operational concerns, and corrective actions.

Formal meal acceptance surveys shall be conducted at least semi-annually.

The Contractor shall maintain corrective-action plans for identified deficiencies and document completion.

4.8.1. Representative Meal Samples

The Contractor shall retain one representative sample from each patient meal service daily. Samples shall be representative of food served, clearly dated and labeled, properly stored/frozen, and retained for at least five days or longer if required. Meal samples shall not be billed as patient meals.

4.9. Contract Personnel

The contractor shall:

1. Provide a dedicated, on-site, contract manager.
2. Provide a full-time on-site food service manager or designated lead with coverage during all operating hours.
3. Ensure the on-site food service manager has at least two years of relevant experience with hospital food service in like-sized facility.
4. Provide trained temporary management coverage for extended absences.
5. Recruit, train, supervise, and maintain sufficient qualified personnel.
6. Meet Hospital requirements for qualifications, background investigations, drug screening, health clearances, food-safety training, security, access, infection control, and confidentiality.
7. Complete required Hospital orientation and ServSafe or equivalent food-safety training within 30 days of hire and maintain current certification.
8. Provide uniforms and required PPE.
9. Provide required infection-control, safety, HIPAA/confidentiality, patient-rights, fire-safety, environmental-safety, hazardous-materials, risk-management, security, and behavioral-health environment training.
10. Conduct employee performance evaluations and maintain records.
11. Respect patient rights and confidentiality and comply with Hospital policies.
12. Fairly consider current Hospital food-service employees for employment opportunities, as appropriate.
13. Provide approved patient/resident vocational, apprenticeship, or supported-employment opportunities when requested and approved by the Hospital.

4.9.1. Staffing Plan

The Contractor shall submit a proposed staffing matrix (see 4.23) identifying position/title, number of employees, FTEs, shift, days/hours, primary responsibilities, qualifications, management coverage, weekend/holiday coverage, relief/call-off coverage, and vacancy/absence coverage.

The Contractor shall describe its recruitment and retention strategy and plan for maintaining required staffing levels.

4.10. Equipment, Smallwares, and Supplies

The Contractor shall provide all required ancillary and consumable food-service supplies not otherwise provided by the Hospital and shall maintain and replenish smallwares and expendable equipment necessary for continuous operation.

Hospital-owned kitchen and food-service equipment shall remain Hospital property. Maintenance, repair, replacement, and responsibility for specific equipment shall follow the final contract allocation.

Contractor-owned equipment shall be maintained in safe operating condition. Hospital approval is required before equipment installation or facility modifications. All installations and modifications shall meet applicable Fire Code, Environment of Care, safety, infection-control, and Hospital requirements.

Contractor-caused property damage shall be reported immediately, with written notification within 24 hours.

4.11. Staff, Overtime, Guest, and Special Services

Therapeutic staff meals shall be identical to the applicable patient meal and shall be available at the applicable patient meal rate.

The Contractor shall provide meals to Hospital employees required to work mandatory overtime when authorized by the Hospital.

The Contractor shall identify mandatory overtime meal options, ordering procedures, delivery requirements, meal availability, pricing, and minimum order requirements, if any.

Non-therapeutic staff, family, guest(s), and other authorized meals may be provided for purchase.

The Contractor shall provide a standardized catering menu with options and separate pricing.

4.12. Technology and Information Systems

The Contractor shall describe all technology proposed or required to perform the services, including electronic diet orders, menu management, therapeutic diet management, allergy management, nutritional analysis, meal counts, census management, tray tickets/labels, patient meal selection if proposed, inventory, production, temperature monitoring, quality assurance, reporting, billing, and data retention.

The Contractor shall identify all software, licenses, hardware, implementation costs, recurring costs, and support costs.

Any proposed electronic interface with Hospital systems shall be described, including implementation requirements and responsibilities of each party.

The Contractor shall maintain appropriate safeguards for patient and Hospital information and comply with applicable confidentiality and security requirements.

4.13. Emergency Preparedness and Continuity of Operations

The Contractor shall maintain a detailed emergency preparedness and business-continuity plan addressing severe weather, natural disasters, utility failures, kitchen/equipment failures, fire, lockdowns, patient disturbances, infectious disease outbreaks/pandemics, supply-chain disruptions, work stoppages, staffing shortages, transportation disruptions, and other events that could interrupt food service.

The Contractor shall maintain at least 96 hours of emergency food supplies on campus and at least 48 hours of shelf-stable or easily prepared food in each patient-occupied building or designated location, unless otherwise approved by the Hospital.

Emergency supplies shall account for patients and employees required to remain on duty to provide essential patient services. Emergency inventory shall be routinely inventoried, rotated, and replaced before expiration.

During emergencies, the Contractor shall assess available food, supplements, beverages, and safe water and procure additional supplies as necessary.

The Contractor shall be capable of providing 24-hour emergency food and beverage service when directed by the Hospital.

4.14. Services to be Provided by the Hospital

1. Operational kitchen and food preparation facilities
2. Major fixed kitchen equipment
3. Approved diet orders and clinical direction
4. Necessary facility access
5. Initial Hospital-owned smallwares and expendable equipment
6. Administrative oversight and contract-compliance monitoring
7. On-site audits
8. Utilities
9. Pest-control services
10. Refuse/recycling services

The final contract shall clearly identify ownership, maintenance, replacement, repair, and operating responsibility for each major equipment category.

4.15. Administration, Records, and Billing

The Contractor shall bear administrative operating costs associated with contract performance unless otherwise specified.

The Contractor shall maintain complete and accurate financial, production, inventory, meal-count, training, quality, sanitation, temperature, complaint, compliance, and other records necessary to demonstrate contract performance that shall be available to the Hospital, authorized State officials, auditors, accreditation organizations, and other authorized reviewers.

4.15.1. Meal Counts and Billing

The Contractor shall maintain a documented meal-count and accountability system identifying, as applicable, patient census; meals by meal period and diet; religious/cultural meals; large/enhanced portions; second servings; snacks; nourishments; supplements; staff meals; mandatory overtime meals; family/guest meals; catering; boxed meals; refreshments; and other separately billable services.

Monthly invoices shall provide sufficient detail for the Hospital to reconcile charges to services provided. Invoices shall be submitted within five business days after the applicable billing period when required by the Hospital. Supporting documentation shall be provided upon request.

4.16. Standard Operating Procedures

The Contractor shall maintain a current Standard Operating Procedure. Manual covering receiving, storage, inventory, preparation, production, portioning, meal assembly, delivery, tray retrieval, sanitation, infection control, temperature monitoring, allergy management, therapeutic diets, quality assurance, security, emergency operations, equipment, employee training, waste handling, and other food-service activities.

The SOP Manual shall be provided before x implementation and whenever substantive changes occur.

4.17. Implementation

Hospital opening is anticipated for January 2027. The Hospital anticipates providing at least 60 days' notice before service commencement when practicable.

The Contractor shall submit a detailed implementation and transition plan addressing project management, staffing, recruiting, management coverage, menu development and approval, procurement, initial inventory, equipment and smallwares, technology, systems implementation, training, security clearance, Hospital orientation, food-safety readiness, emergency preparedness, testing, mock operations, billing, meal-count systems, quality assurance, and final operational readiness.

The Contractor shall identify critical milestones, dependencies, implementation risks, and mitigation strategies. Transition activities shall minimize disruption and ensure continuity of patient meal schedules and therapeutic nutrition services. The Hospital may delay commencement until required readiness conditions are satisfied.

4.18. Proposal Requirements

Bidders should respond to all points below (a. through x.) in their technical proposal.

- a. Company qualifications and relevant experience.
- b. Healthcare, institutional, behavioral-health, secure-facility, or comparable food-service experience.
- c. At least three comparable references.
- d. Company organizational structure.
- e. Management plan.
- f. Proposed staffing plan.
- g. Recruitment and retention strategy.
- h. Key personnel resumes.
- i. Technical and operational approach.
- j. Meal production and service methodology.
- k. Transportation and delivery methodology.
- l. Sanitation and food-safety program.
- m. Therapeutic diet program.
- n. Allergy-management program.
- o. Religious and cultural meal program.
- p. Snack/nourishment/supplement program.
- q. QAPI program.
- r. Emergency preparedness plan.
- s. Technology plan.
- t. Implementation and transition plan.
- u. Patient/resident vocational or supported-employment program, if proposed.
- v. Sample menus.
- w. Responses to the Contractor Technical Questionnaire.

4.19. Pricing

Base pricing shall include all costs necessary to perform required services /scope of work in the specifications unless specifically identified as a separate contract item.

Contractor shall separately identify pricing for patient meals, snacks, clinical nourishments, nutritional supplements, large/enhanced portions, second servings if separately charged, staff meals, mandatory overtime meals, non-therapeutic meals, family/guest meals, boxed meals, catering, special events, refreshments, optional services, technology/software, equipment if applicable, and other non-standard charges.

USDA commodity credits or other applicable food-service savings shall be reflected in pricing and billing as required.

Contractor shall complete the cost sheet, section five (5).

Contractor will be able to provide new pricing for each year of the contract. Pricing must be sent to the facilitating procurement officer listed on the cover sheet of this bid solicitation within (30) days of the current year end date to include the index or methodology used, frequency of adjustment, proposed cap/floor, and applicable exclusions. The pricing will be subject to State approval and applicable contract terms.

4.20. Contract Term and Transition at Expiration

The requested contract term is five years (with the option to renew for one (1) additional 60-month period), which will be subject to State approval and applicable procurement requirements.

Upon expiration or termination, the Contractor shall cooperate with the Hospital and any successor Contractor to provide an orderly transition without interruption of food service, including reasonable transfer of applicable records, menus, inventories, procedures, schedules, and other information necessary for continuity, subject to applicable law and contract requirements.

4.21. Contractor Technical Questionnaire – Attachment A

Each Contractor shall answer every question in Attachment A - sections A-K in their proposal. Responses shall be concise but sufficiently detailed to demonstrate the Contractor's ability to meet the Scope of Work.

A. Company Experience

1. Provide a brief description of your company and the services offered.
2. How many years has your organization provided institutional food services?
3. Describe your experience providing food services in hospitals or other healthcare facilities.
4. Describe your experience providing food services in behavioral-health, psychiatric, forensic, correctional, secure, or similarly controlled environments.
5. Identify at least three current or recent contracts comparable to SCR's anticipated operation. Include facility type, approximate bed/census size, scope of services, contract dates, and reference contact information.
6. Describe any experience opening a new food-service operation or transitioning services into a newly constructed facility.

B. Management And Staffing

1. Provide the proposed organizational structure for SCR.
2. Complete Attachment C – Staffing Matrix.
3. Describe your recruitment strategy for SCR.
4. Describe your employee retention strategy.
5. Describe how you will maintain staffing during call-offs, vacancies, turnover, vacations, holidays, and unexpected absences.
6. Describe management coverage during all operating hours.
7. Identify proposed key management personnel and provide resumes.
8. Describe your employee training program, including food safety, infection control, HIPAA/confidentiality, patient rights, security, and behavioral-health environment training.

C. Patient Food Service

1. Describe your process for patient meal production and delivery.
2. Describe your process for ensuring tray accuracy and diet-order accuracy.
3. What measurable tray-accuracy standard do you propose?
4. What measurable meal-delivery/timeliness standard do you propose?
5. Describe procedures for late trays, missed meals, admissions, transfers, discharges, and diet-order changes.
6. Describe procedures for second servings, alternate entrées, meal replacements, and large/enhanced portions.
7. Describe procedures for maintaining standardized portion sizes.
8. Provide the sample five-week patient menu required by Attachment B.

D. Therapeutic, Religious, Cultural, And Allergy

1. Describe your therapeutic-diet program.
2. Identify the clinical dietitian resources that will support SCR.
3. Describe your process for managing food allergies and preventing cross-contact.
4. Describe your procedures for religious meals.
5. Describe your procedures for cultural and ethnic dietary requirements.
6. Describe your process for texture-modified and other specialized diets.

E. Snacks, Nourishments, And Supplements

1. Describe your patient snack program.
2. Provide a detailed list of standard patient snacks, including serving size and proposed pricing.
3. Describe your process for providing clinical nourishments.
4. Identify commonly available nutritional supplements and proposed pricing.
5. Describe storage, ordering, delivery, and documentation procedures for supplements and nourishments.

F. Staff, OVERTIME, GUEST, AND CATERING

1. Describe available staff meal options and pricing.
2. Describe your process for providing meals to employees required to work mandatory overtime.
3. Describe family and guest meal options and pricing.
4. Provide your proposed catering menu and pricing.
5. Describe your ability to provide large-group meals, meetings, special events, holidays, boxed meals, and refreshments.
6. Describe your experience providing food for therapeutic activities, cookouts, outings, or similar patient programming.

G. Food Safety And Quality

1. Describe your food-safety program.
2. Describe your temperature-monitoring program.
3. Describe your sanitation and infection-control program.
4. Describe your QAPI program.
5. Identify the performance measures you routinely monitor.
6. Describe your complaint and grievance response process.
7. Describe your corrective-action process when performance standards are not met.

H. Security And Emergency Preparedness

1. Describe your experience operating food service in a secure or behavioral-health environment.
2. Describe procedures for controlling knives, chemicals, keys, food, equipment, and other security-sensitive items.
3. Describe your procedures during patient disturbances or lockdowns.
4. Describe your emergency food-service plan.
5. Describe how you will maintain the required emergency food inventory.
6. Describe your staffing and supply continuity plan during severe weather, disasters, utility failures, supply-chain disruptions, or other emergencies.

I. Technology

1. Identify the dietary/food-service management software you propose.
2. Describe electronic diet-order capabilities.
3. Describe allergy-management capabilities.
4. Describe menu and nutritional-analysis capabilities.
5. Describe meal-count, inventory, production, billing, and reporting capabilities.
6. Identify all software, licensing, hardware, implementation, training, and recurring technology costs.

J. Implementation

1. Provide a detailed implementation timeline.
2. Identify the date by which you would require authorization to begin recruiting.
3. Describe your initial staffing and training plan.
4. Describe your menu-development and approval process.
5. Describe your initial procurement and inventory plan.
6. Describe your systems implementation and testing process.
7. Describe your operational-readiness testing process.
8. Identify implementation risks and mitigation strategies.

K. Vocational/Supported Employment

1. Describe any patient/resident vocational, apprenticeship, supported-employment, or workforce-development programs offered by your organization.
2. Describe how such a program could be implemented at SCR.
3. Identify any additional requirements, supervision, training, or costs associated with the program.

4.22. Sample Menu – Attachment B

Each Contractor shall submit a representative five-week patient menu demonstrating its ability to meet the Scope of Work.

- a. Regular diet
- b. Therapeutic diet examples
- c. Texture-modified diet examples
- d. Vegetarian option
- e. Religious/cultural meal example
- f. Alternative entrée
- g. Snack menu
- h. Clinical nourishment examples
- i. Nutritional supplement examples
- j. Holiday/seasonal meal example
- k. Nutritional analysis

The contractor shall identify standard portion sizes for all major menu components and the nutritional basis used for menu development.

The sample menu shall address calories, protein, carbohydrates, fat, fiber, fruits, vegetables, sodium, added sugars, and other applicable nutritional requirements.

The sample menu shall be representative of food that will be served under the proposed contract and shall not be illustrative marketing material.

4.23. Staffing Matrix- Attachment C

Contractor shall separately describe weekend staffing, holiday staffing, relief staffing, call-off coverage, vacancy coverage, management coverage, overtime assumptions, agency/temporary staffing assumptions, and staffing changes anticipated as Hospital census increases by completing the matrix below.

Position	Employees	FTEs	Shift	Hours/Week	Primary Duties	Minimum Qualifications
Contract Manager						
Food Service Manager						
Dietitian/Clinical Nutrition Support						
Chef/Cook						
Food Service Worker						
Dishwasher						
Delivery/Meal Service						
Other						

4.24. SCR FACILITY AND OPERATING ASSUMPTIONS

Category	SCR Information
Facility	South Central Regional Mental Health Hospital
Location	3901 S. Custer Ave, Wichita, Kansas, 67217
Licensed/Planned Beds	104
Anticipated Initial Opening	January 2027
Anticipated Initial Census	To be completed by Hospital
Anticipated Full Operating Census	To be completed by Hospital
Number of Patient Units	To be completed by Hospital
Number of Patient-Occupied Buildings	To be completed by Hospital
Main Kitchen Location	To be completed by Hospital
Patient Meal Delivery Locations	To be completed by Hospital
Breakfast Time	To be completed by Hospital
Lunch Time	To be completed by Hospital
Dinner Time	To be completed by Hospital
Snack/HOS Times	To be completed by Hospital
Expected Meal Delivery Windows	To be completed by Hospital
Expected Staff Meals	To be completed by Hospital
Mandatory Overtime Meal Expectations	To be completed by Hospital
Expected Catering Frequency	To be completed by Hospital
Expected Special Events	To be completed by Hospital

4.25. Hospital-Provided Equipment

The Hospital shall complete this section before final issuance and identify major equipment provided, including responsibility for maintenance, repair, replacement, and consumables.

4.26. Technology

The Hospital shall identify available systems and any required interfaces before final issuance.

4.27. Performance Standards and Reporting

The Contractor shall identify the measurement methodology used for each proposed performance standard listed below in their proposal.

The Hospital may establish additional performance measures during contract negotiations, provided such measures are consistent with the final contract.

Performance Measure	Contractor Standard	Reporting Frequency
Tray/Diet Accuracy	Proposed by Contractor	Monthly
Meal Delivery Timeliness	Proposed by Contractor	Monthly
Temperature Compliance	Applicable Standard	Monthly
Diet-Order Accuracy	Proposed by Contractor	Monthly
Food Shortages/Run-outs	Proposed by Contractor	Monthly
Unauthorized Substitutions	Proposed by Contractor	Monthly
Complaint Response	Within 7 working days unless otherwise required	Monthly
Staffing Level	Per Approved Staffing Plan	Monthly
Food Safety Deficiencies	Prompt Correction	Monthly
Sanitation Compliance	Applicable Standard	Monthly
Meal Acceptance	Semi-Annual Survey	Semi-Annual
QAPI Review	Required	Quarterly
Emergency Inventory	Required Inventory Level	Monthly
Required Training	Current/Complete	Monthly

4.28. Bid Submission CHECKLIST

- a. Company qualifications and experience – Technical Proposal
- b. Comparable references – Technical Proposal
- c. Organizational structure – Technical Proposal
- d. Key personnel resumes – Technical Proposal
- e. Proposed staffing matrix – Technical Proposal
- f. Recruitment and retention plan – Technical Proposal
- g. Patient food-service methodology – Technical Proposal
- h. Sample five-week menu – Technical Proposal
- i. Therapeutic diet program – Technical Proposal
- j. Allergy-management program – Technical Proposal
- k. Religious/cultural meal program – Technical Proposal
- l. Snack/nourishment/supplement program – Technical Proposal
- m. Food-safety program – Technical Proposal
- n. QAPI program – Technical Proposal
- o. Emergency preparedness plan – Technical Proposal
- p. Technology plan – Technical Proposal
- q. Implementation/transition plan – Technical Proposal
- r. Vocational/supported-employment program, if applicable – Technical Proposal
- s. Completed Technical Questionnaire – Technical Proposal
- t. Completed Pricing Schedule – Cost Proposal
- u. Identification of all additional fees/charges – Cost Proposal

5. COST SHEET

Contractor Name: _____

Complete all applicable fields. If a service is included in base pricing and no separate charge applies, enter "Included."

See also 5.1. below.

	Service	Year 1
A.	Base Patient Food Service – Monthly	\$
B.	Patient Breakfast – Per Meal	\$
C.	Patient Lunch – Per Meal	\$
D.	Patient Dinner – Per Meal	\$
E.	Standard Snack – Each	\$
F.	Clinical Nourishment – Each	\$
G.	Nutritional Supplement – Each	\$
H.	Large/Enhanced Portion – Each	\$
I.	Second Serving – Each	\$
J.	Mandatory Overtime Meal – Each	\$
K.	Therapeutic Staff Meal – Each	\$
L.	Non-Therapeutic Staff Meal – Each	\$
M.	Family/Guest Meal – Each	\$
N.	Boxed Meal – Each	\$
O.	Catering Breakfast – Per Person	\$
P.	Catering Lunch – Per Person	\$
Q.	Catering Dinner – Per Person	\$
R.	Special Event Meal – Per Person	\$
S.	Refreshments – Per Person	\$

*** Contractor will be able to provide new pricing for each year of the contract. Pricing must be sent to the facilitating procurement officer listed on the cover sheet of this bid solicitation within (30) days of the current year end date to include the index or methodology used, frequency of adjustment, proposed cap/floor, and applicable exclusions. The pricing will be subject to State approval and applicable contract terms.

5.1. Pricing Assumptions

1. All assumptions used to calculate pricing.
2. Minimum meal quantities, if any.
3. Minimum catering quantities, if any.
4. Delivery charges, if any.
5. Technology charges, if any.
6. Equipment charges, if any.
7. Management or administrative charges, if any.
8. Holiday charges, if any.
9. After-hours charges, if any.
10. Emergency service charges, if any.
11. Any other potential additional charges.

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.