

INVITATION FOR BID (IFB)

Bid Event Number: EVT0005113
Replaces Contract: New
Requisition Number: 10531

Date Mailed: May 10, 2017

Closing Date: May 26, 2017, 2:00 PM

Procurement Officer: John T. Lowe
Telephone: 785-296-3126
E-Mail Address: john.lowe@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Aerial Unmanned System Aircraft

Agency: Kansas Bureau of Investigation

Period of Contract: Date of award through May 31, 2020
(with the option to terminate annually)

Guarantee: No Monetary Guarantee Required

**This is a rebid of Bid
Event EVT0005018 which
closed April 24, 2017.**

Event Number EVT0005113 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-and-contracts/bid-solicitations>

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

SIGNATURE SHEET

Item: Unmanned Aircraft System
Agency: Kansas Bureau of Investigation
Closing Date: May 26, 2017

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: _____ Fax _____

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 Division of Purchases 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: _____ Fax _____

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: _____ Fax _____

E-Mail _____

**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

TAX CLEARANCE INSTRUCTIONS**PLEASE NOTE: THIS INFORMATION HAS CHANGED EFFECTIVE 10/27/09**

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.htm> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

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.htm>

The Division of Purchases reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the Division of Purchases reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or the Division may proceed with an award to the next lowest responsive bidder, whichever is determined by the Director of Purchases to be in the best interest of the State.

**SECTION I
CONDITIONS TO BIDDING**

1. **Bid Event ID / Reference Number:** The Bid Event ID / IFB Number has been assigned to this IFB and MUST be shown on all correspondence or other documents associated with this IFB and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

John T. Lowe

Telephone: 785-296-3126

Facsimile: 785-296-7240

E-Mail Address: john.lowe@ks.gov

Kansas Department of Administration

Procurement and Contracts

900 SW Jackson Ste 451-S

Topeka, KS 66612-1286

2. **Cost of Preparing Bid Response:** The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, and other costs associated with this IFB. All responses will become the property of the State of Kansas and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
3. **Evaluation of Bids:** Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery and other conditions imposed by this IFB. Award will be by line item, group totals, or total lot, whichever is in the best interest of the State of Kansas.
4. **Acceptance or Rejection:** The State of Kansas reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this IFB; and unless otherwise specified, to accept any item in a bid response.
5. **Contract:** The successful bidder will be required to enter into a written contract with the State. The bidder 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 IFB.
6. **Contract Documents:** This IFB and any amendments and the bid response and any amendments of the successful bidder shall be incorporated along with the DA 146a into the written contract award 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:

1. Form DA 146a;
 2. written modifications to the executed contract;
 3. written contract signed by the parties;
 4. the IFB including any and all addenda; and
 5. contractor's written response submitted in response to the IFB as finalized.
7. **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 successful bidder.
 8. **Open Records Act (K.S.A. 45-215 et seq.):** All bid responses become the property of the State of Kansas. Kansas law requires all information contained in bid responses to become open for public review once a contract is signed or all bid responses are rejected.

If any part or all of the bid response is marked as being copyrighted, by submission of the bid response itself, the bidder provides the State of Kansas full authority to provide copies of such material, either in paper format or electronically, to interested parties in order for the State to meet its obligations under the Kansas Open Records Act.

9. **Federal, State and Local Taxes Governmental Entity:** Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the IFB. 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 bidder's prices.

10. **Debarment of State Contractors:** Any contractor who defaults on delivery as defined in this IFB may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the secretary of administration, after consultation with the contracting agency and the attorney general, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The secretary, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the attorney general, remain in effect until after the trial of the suspended person.
11. **Insurance:** The State shall not be required to purchase any insurance against loss or damage to any personal property nor shall the State establish a "self insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

SECTION II BID INSTRUCTIONS

1. **Preparation of Bid Response:** Prices are to be entered in spaces provided herein. Computations and totals shall be indicated where required. The State has the right to rely on any price quotes provided by bidders. The vendor shall be responsible for any mathematical errors in pricing. The State reserves the right to reject bid responses which contain errors.

Bidders are instructed to prepare their Bid Response following the same sequence as the IFB.

2. **Submission of Bid Responses:** Vendor's bid response shall consist of:
 - o Event Details document, including Signature of an authorized Bidder Representative
 - o One (1) copy of the bid response, including literature and other supporting documents;

Vendor's bid response, sealed securely in an envelope or other container, shall be received promptly at 2:00 p.m., Central Standard or Daylight Savings Time, whichever is in effect, on May 26, 2017, addressed as follows:

Kansas Department of Administration Procurement and Contracts

Proposal #EVT0005113

Closing: May 26, 2017

900 SW Jackson Ste 451-S

Topeka, KS 66612-1286

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

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

Responses 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 bid event response or for the rejection of a bid event response that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Bid Response will be retained unopened in the file and not receive consideration, or will be returned at bidder's expense.

3. **Signature of Responses:** Each bid event response shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title.
4. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this IFB. Failure to acknowledge receipt of any addenda may render the bid response to be non-responsive. Changes to this Solicitation and the resulting contract shall be issued only by Procurement and Contracts in writing.
5. **Modification of Bid Responses:** A bidder may modify an IFB response by letter or by FAX transmission at any time prior to the Finishing Time for IFB.
6. **Withdrawal of Bid Responses:** A bid response may be withdrawn on written request from the vendor to the Procurement Officer at Procurement and Contracts prior to the Finishing Time.
7. **Bid Disclosures:** Bid results will not be given to individuals over the phone. Results can be obtained by attending the public bid opening. If unable to attend the public bid opening, bid tabulations can be obtained by sending an e-mail to tabsheets@da.ks.gov or in writing to:

Kansas Procurement and Contracts

Attn: Bid Results

900 SW Jackson Ste 451-S

Topeka, KS 66612-1286

Please reference the Bid Event number on the request. There is no charge for individual tabsheets.

Copies of individual bid responses may be obtained under the Kansas Open Records Act by calling 785- 296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the

above address or a vendor may make an appointment by calling the above number to view the bid file. Upon receipt of the funds, the documents will be mailed. Information in bid files shall not be released until a contract has been executed or all bid responses have been rejected.

8. **Notice of Award:** An award is made on execution of the written contract by all parties. Only the State is authorized to issue news releases relating to this IFB, its evaluation, award and/or performance of the contract. Procurement and Contracts shall issue either a purchase order or a written contract to the successful bidder.

SECTION III GENERAL PROVISIONS

1. **Inspection:** The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of this IFB.
2. **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; or
 - the Contractor fails to perform any of the provisions of this contract, or so 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. **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 thirty (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.
4. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

John T. Lowe
Kansas Department of Administration
Procurement and Contracts
900 SW Jackson Ste 451-S
Topeka, KS 66612-1286

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

5. **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.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/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.

6. **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, etc.
7. **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.

8. **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 and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

9. **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 may result in termination of this contract and/or damages.

10. **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 who are 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.

11. **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 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 must agree 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 will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

12. **Reviews and Hearings:** The Contractor agrees to advise the Director of Purchases of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Purchases. The State has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

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

14. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, 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, rule or regulations may result in termination of this contract.

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.

16. **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, and Contractor will reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

17. **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.

18. **Retention of Records:** Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available 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 at no cost to the state.

Federal, State and Local Taxes Contractor: The State make no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

19. **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.

20. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the Director of Purchases. 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.

21. **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.

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

22. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

23. **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.

24. **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.

25. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

26. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

27. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA 146a) which is attached are incorporated by reference and made a part of this contract.

28. **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 contract between the parties shall be independent of and have no effect on any other contracts of either party.

29. **State Credit Card:** Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. Please indicate on the Event Details document "Yes" or "No" if you will accept the Business Procurement Card for payment.

30. **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. 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 disqualification of the bid or termination of the contract.
31. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise 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 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 Solicitation.
32. **Political Subdivisions:** Political Subdivisions (City, County, School Districts and etc.) are permitted to utilize contracts administered by Procurement and Contracts. Please state in the area provided on the Event Details document whether or not you will allow this usage. Conditions included in this contract shall be the same for political subdivisions. The Contractor must deal directly with the political subdivision.
33. **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, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
34. **Acceptance:** No contract provision or use of items by the State shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
35. **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.
- If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.
36. **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.
37. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
38. **Payment Terms:** Unless specified otherwise, 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 vendor 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.

The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the state agency. The date the payment is made by the state agency is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

39. **Disclosure of Proposal Content:** 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://admin.ks.gov/offices/chief-counsel/kansas-open-records-act/kansas-open-records-act-procurement-and-contracts>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

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

40. **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.

SECTION IV SPECIAL PROVISIONS

1. This Invitation for Bid is intended to provide for the establishment of a contract to allow the Kansas Bureau of Investigation (KBI) to purchase unmanned aircraft systems and compatible camera payloads.
2. **Contract Period:** Date of award through May 31, 2020 unless prematurely terminated as provided for below.
3. **Termination:** The contract may be terminated, without cause, by either party on the contract anniversary date, May 31, with sixty (60) days prior written notice to the procurement officer.
4. The bidder shall be capable of providing aircraft supplies, payload accessories and manufacturer authorized service of equipment purchased.
5. The Bid Form shows the estimated quantity of each item to be initially purchased. Additionally, bidders shall quote a discount from the manufacturer's most current established price list for accessories and parts not specifically identified on the Bid Form and a price per man hour for repair service.

A copy of the most current price lists shall accompany the bid.

6. Bid Specifications:

The KBI has selected the DJI Matrice M200 series aircraft for this bid process. The M200 series aircraft, is a sealed aircraft capable for flight operations in all types of weather, with an operation range of seven (7) kilometers, thirty-eight (38) minutes of maximum flight time, ingress protection level IP 43, with a payload capacity of two (2) kilograms.

The M200 series is equipped with obstacle avoidance, with front sensors, bottom and top sensors for avoidance of obstacles. The M200 has an upper infrared sensor, downward vision and electrosonic sensor and front vision sensors.

From the Matrice M200 Series, the KBI has selected the Matrice M210 series. The M210 series has all of the basic functions as the M200, front pilot view (FPV) camera, dual battery system, flight Autonomy; but, also adds the ability for multiple payload configurations on the bottom and top of the airframe, and universal ports.



The KBI is seeking competitive pricing for two (2) Matrice M210 airframes as a part of this bid process.

The Matrice M210 airframe allows the interchanging of payload(s) between both aircraft for enhanced operations. The following payload(s) are all interchangeable with the aircraft and should be considered part of the bid process.

To stay within the airframe specifications the Zenmuse series of payload(s) have been selected for the M210. For primary video and still photography, we have selected the Zenmuse X5S camera. The Zenmuse X5S camera will be

the primary video and still photography payload accessory affixed to both M210 airframes.



The KBI is seeking competitive pricing for two (2) Zenmuse X5S cameras as a part of this bid process.

For more advanced operations the KBI has selected two additional payload systems, which can be attached to either of the Matrice M210 airframes. The KBI has selected the Zenmuse XT thermal camera and the Zenmuse Z30 camera.



Each payload accessory plays a specific role in what the KBI anticipates as advance flight operations. The Zenmuse XT Thermal camera can be attached as a secondary payload to either of the M210 airframes individually or next to the standard Zenmuse X5S camera. The XT Thermal camera will provide heat register(s) detected on the ground during low light and night flight operations.

The Zenmuse Z30 camera, as with the Zenmuse XT Thermal and Zenmuse X5S camera can be attached to the M210 airframes, independently or in tandem with each other below the airframe. Additionally, the M210 payload configuration allows for payloads to be attached to the top of the aircraft too. The Zenmuse Z30 camera has the ability to zoom in on an object by thirty (30) times. The Zenmuse Z30 camera can be mounted to the top of the aircraft and positioned in such a manner that the aircraft can fly under an object and produce video and still photographs.

The KBI will be seeking competitive pricing one (1) Zenmuse XT Thermal camera and one (1) Zenmuse Z30 camera.

The M210 series affords the opportunity for a secondary “slave” operation which increases the safety of flight operations, because the remote pilot in command (RPIC) can manually fly the aircraft with front pilot view (FPV) while a second

operator monitors and controls the payload activity with the "slave" controller.

The KBI will seek an additional "slave" controller for each M210 airframe.

7. **Payment:** Payment shall be made after receipt of goods or services in agreement with Kansas Law. Payments shall not be made for costs or items not listed in the bidder's response.
8. **Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:
 1. date of invoice.
 2. date of shipment (or completion of work);
 3. purchase order number and contract number;
 4. itemization of all applicable charges; and
 5. net amount due.
9. **Shipping and F.O.B. Point:** Bid prices shall be F.O.B. DESTINATION GREAT BEND, KS, PREPAID AND ALLOWED (included in the contract price), which means delivered to a state agency's receiving dock or other designated point without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during regular working hours between 8:00 a.m. and 4:30 p.m., Monday through Friday, except holidays.
10. **Equivalent Items:** Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to the State and if not destroyed in the evaluation process, shall be returned at bidder's expense, if requested.
11. **Indefinite Quantity Contract:** This Solicitation is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.
12. **Prices:** Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract.
13. **Unit Pricing:** Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.
14. The bid response shall include the following documents:
 - Bid Event – General Questions (Answers Required)
 - Bid Event – Bidder Information
 - Invitation For Bid - Signature Sheet
 - Invitation For Bid - Bid Form
 - Invitation For Bid - Certificate Regarding Immigration Reform & Control
 - Tax Clearance Certificate
 - Supporting documentation

Remaining pages shall be retained by the bidder for future reference

BID FORM

Item	Estimated Quantity	Unit Price	Estimated Total
Matrice M210 Airframe Show Mfg. & Model _____	2	\$ _____	\$ _____
Matrice M210 Slave Controller Show Mfg. & Model _____	2	\$ _____	\$ _____
Zenmuse X5S Camera Show Mfg. & Model _____	2	\$ _____	\$ _____
Zenmuse XT Thermal Camera Show Mfg. & Model _____	1	\$ _____	\$ _____
Zenmuse Z30 Camera Show Mfg. & Model _____	1	\$ _____	\$ _____
Upward Gimbal(s) for camera above Show Mfg. & Model _____	2	\$ _____	\$ _____
Matrice Extended Flight Batteries Show Mfg. & Model _____	4	\$ _____	\$ _____
Vehicle Charging Capabilities Show Mfg. & Model _____	2	\$ _____	\$ _____
Matrice M210 Hard Cases Show Mfg. & Model _____	2	\$ _____	\$ _____
Propellers Show Mfg. & Model _____	8	\$ _____	\$ _____
Estimated Contract Total			\$ _____

Show discount from aircraft manufacturer's most current price list for additional supplies and accessories:
— _____%

Show Title of Price List _____

Show Discount from camera manufacturer's most current price list for additional supplies and accessories:
— _____%

Show price per man hour for factory authorized service:

Aircraft \$ _____ per hour

Camera: \$ _____ per hour

State of Kansas
 Department of Administration
 DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

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

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal,

amendment or modification of any government contract, grant, loan, or cooperative agreement.