

**KANSAS STATE UNIVERSITY
PURCHASING OFFICE
2323 ANDERSON AVE., SUITE 500
MANHATTAN, KS 66502**

After the closing date for this RFP, proposals will continue to be accepted on an as-needed basis through June 20, 2021. Before submitting a proposal, please inquire with Blase Leven, w/cc to the others.

Blase Leven, baleven@ksu.edu, 785-532-0780
Sheree Walsh, smw@ksu.edu
Daena Blair, daenar@ksu.edu

Please focus on the Statement of Work section on page 11, for an orientation to the scope related to this RFP.

REQUEST FOR PROPOSALS: 40573
AMENDMENT TO CONTRACT NO.: 40356 & 40558
DATE SENT: 05/05/2017
CLOSING DATE, 2:00 PM: 06/05/2017
PROCUREMENT OFFICER: Cathy Oehm
TELEPHONE: 785-532-6214
E-MAIL: kspurch@k-state.edu

NOTICE TO VENDORS

Invitations are extended for bids/proposals on the attached document.

ITEM: Consultants for Kansas State University's Technical Assistance to Brownfields Program
USING DEPARTMENT: Kansas State University – Center for Hazardous Substance Research
PERIOD OF CONTRACT: Date of Award to May 31, 2022
GUARANTEE: none required

SCOPE OF INVITATION:

The Center for Hazardous Substance Research is requesting proposals for assistance with the implementation of the Technical Assistance to Tribal Communities Addressing Brownfields (TAB) nationally. Work will include site-specific assistance to tribal communities, workshops, webinars and internet software tools.

READ THIS INVITATION CAREFULLY

Failure to abide by all of the conditions of this Invitation may result in the rejection of a bid. Inquiries about this Invitation should indicate the proposal number and be directed to the procurement officer. Return in a sealed envelope or other container only the signature page, cost page, and supporting documentation no later than the closing date indicated above. Retain the remaining documents for reference.

BID INSTRUCTIONS

Proposal Reference Number: The RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request 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 University employee regarding this Request except with designated participants in attendance **ONLY DURING:**

Negotiations,
Contract Signing,
As otherwise specified in this Request.

Violations of this provision by vendor or University personnel may result in the rejection of the proposal.

Negotiated Procurement: This is a negotiated procurement. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

Vice President of Administration & Finance,
Director of Purchasing, and
Head of Using College / Department

Questions/Amendments: Questions requesting clarification of the Request for Proposal must be submitted in writing to the Procurement Officer indicated on page 1, prior to the close of business on 05/12/2017. Each question or clarification should reference the appropriate RFP section. Answers to questions will be available in the form of an amendment on K-State Purchasing's website (<https://dfs.ksu.edu/rfq/>).

Failure to notify the Procurement Officer of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of the University. Any modification to this Request shall be made in writing by amendment and posted on K-State Purchasing's website (<https://dfs.ksu.edu/rfq/>). Only written communications are binding.

It shall be the responsibility of all participating vendors to acquire any and all amendments and additional information as it is made available from the website cited above. Vendors are required to check the website periodically for any additional information or instructions.

Appearance Before Committee: Any, all, or no vendors may be required to appear before the PNC to explain the vendor'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 vendors as needed. If information is requested, the PNC is not required to request the information of all vendors.

Vendors 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. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's revised offer.

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

Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the vendor. 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 Request.

Preparation of Proposal: Prices are to be entered in spaces provided on the proposal cost 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 price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The PNC reserves the right to reject proposals which contain errors.

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 vendor, competitor or public officer/employee.

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

Signature of Proposals: Each proposal 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 typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes.

Acknowledgment of Addenda: All vendors shall acknowledge receipt of any addenda to this Request by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Purchasing Office in writing.

Modification of Proposals: A vendor may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

Withdrawal of Proposals: A proposal may be withdrawn on written request from the vendor to the Procurement Officer at the Purchasing Office prior to the closing date.

Competition: The purpose of this Request is to seek competition. The vendor shall advise the Purchasing Office 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 Purchasing Office no later than five (5) business days prior to the bid closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

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

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

Acceptance or Rejection: The PNC 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 Request; and unless otherwise specified, to accept any item in a proposal.

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. Interested vendors or their representatives may be present at the announcement at the following location:

Kansas State University
Purchasing Office
2323 Anderson Ave., Suite 500
Manhattan, KS 66502

Copies of individual proposals may be obtained under the Kansas Open Records Act by submitting a written request to Open Records, Communications and Marketing, 128 Dole Hall, Kansas State University, Manhattan, KS 66506 (EMAIL openrecords@k-state.edu or FAX 785-532-7355). An estimate of the amount of time and copies it will take to complete the request will be compiled. After payment has been received, the documents will be released. More information regarding the Kansas Open Records Act is available at <http://www.k-state.edu/policies/ppm/3000/3060.html>

Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

Should a check be returned to Kansas State University for insufficient funds, the vendor will be suspended from all bidding until such time as the vendor makes good on payment.

Disclosure of Proposal Content and Proprietary Information: All proposals become the property of the University. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late 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 vendor'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 vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

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

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

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

News Releases: Only the University is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

PROPOSAL RESPONSE

Submission of Proposals: Vendor's proposal shall consist of one (1) original, one (1) copy and an electronic copy in .pdf of the Proposal, including signature sheet, applicable literature and other supporting documents, submitted in a sealed container. E-mailed or faxed proposals are not acceptable.

Vendor's proposal shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

Kansas State University
Purchasing Office
Proposal # *(Indicated on Page 1)*
Closing Date: *(Indicated on Page 1)*
2323 Anderson Ave., Suite 500
Manhattan, KS 66502

All bids shall be on the Kansas State University bid form. Under all circumstances it shall be the vendor's responsibility to insure their bid is properly received by the appropriate date/time at the Kansas State University Purchasing Office. 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 University 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 proposals will be retained unopened in the file and not receive consideration.

Proposal Format: Vendors are instructed to prepare their proposal following the same sequence as this RFP.

Transmittal Letter: All bidders shall respond to the following statements:

- a) the vendor is the prime contractor and identifying all subcontractors;
- b) the vendor 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 vendor 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) the vendor 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;
- f) 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;
- g) whether there is a reasonable probability that the vendor 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 vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the University 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 vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the University;
- h) vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in payments to Contractor; and
- i) the vendor has not been retained, nor has it retained a person to solicit or secure a University 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 vendor for the purpose of securing business. For breach of this provision, the PNC shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor Information: The vendor must include a narrative of the vendor'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.

Qualifications: A description of the vendor's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the bid. The vendor must be an established firm recognized for its capacity to perform. The vendor must have sufficient personnel to meet the deadlines specified in the Request.

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

Methodology: Vendors shall submit with the bid, a detailed explanation of the methodology for implementing services.

References: Provide references that have purchased similar items or services from the vendor in the last five year(s). References shall show firm name, contact person, address, e-mail address and phone number. Vendor employees and the buying department shall not be shown as references. Additionally, bidders shall list clients who have terminated services within the past five years, indicating reasons for termination. Provide the firm name, contact person, address, e-mail address and phone number of each referenced organization.

Technical Literature: All bids shall include specifications and technical literature sufficient to allow the University 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. Bid responses without sufficient technical documentation may be rejected.

Procurement Card (P-Card): Presently, many departments use a State of Kansas Business Procurement Card (currently 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 Cost Proposal if you will accept the University's P-Card for payment.**

TERMS AND CONDITIONS

Contract Documents: This Request and any amendments and the response and any amendments of the Contractor shall be incorporated along with the Contractual Provisions Attachment (form DA146a; copy attached) 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:

- Contractual Provisions Attachment (DA-146a);
- written modifications to the executed contract;
- written contract signed by the parties;
- this Request including any and all addenda; and
- Contractor's written proposal, including any and all addenda, submitted in response to this Request as finalized.

Contract: The successful vendor will be required to enter into a written contract with the University. The vendor agrees to accept the provisions of the Contractual Provisions Attachment which is incorporated into all contracts with the University.

Contract Formation: No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.

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:

Kansas State University
Purchasing Office
RE: # _____
2323 Anderson Ave., Suite 500
Manhattan, KS 66502

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

Termination for Cause: The Director of Purchasing 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 provides substandard quality and/or workmanship;
- 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 Purchasing 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 University may authorize in writing), the Director of Purchasing 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.

Termination for Convenience: The Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchasing shall determine that the termination is in the best interest of the University. In the event that the Director of Purchasing 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.

Debarment of State Contractors: Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this Request 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.

Rights and Remedies: If this contract is terminated, the University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the University in the manner and to the extent directed, any completed materials. The University 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 and/or goods were accepted by the University subject to any offset by the University for actual damages including loss of federal matching funds.

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

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.

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 University shall not constitute a waiver.

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.

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 proposal specifications may result in termination of this contract and/or damages.

Subcontractors: The Contractor shall be the sole source of contact for the contract. The University 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.

Proof of Insurance: Upon request, the vendor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Purchasing Office.

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

Confidentiality: The Contractor may have access to private or confidential data maintained by University 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 University promptly at the request of the University 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 the University, will destroy or render it unreadable.

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.

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.

Hold Harmless: The Contractor shall indemnify the University 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 University 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 University's right to recover against third parties for any loss, destruction or damage to University property.

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

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 University employee at any time.

Retention of Records: Unless the University specifies in writing a different 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 department; 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 University.

Antitrust: If the Contractor elects not to proceed, the Contractor assigns to the University 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 University pursuant to this contract.

Modification: This contract shall be modified only by the written agreement of the parties with the approval of the PNC. 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.

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 University.

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 University.

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

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.

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.

Governing Law: This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Manhattan, Riley County, Kansas, unless otherwise specified and agreed upon by the State of Kansas.

Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Riley County, unless otherwise specified and agreed upon by the State of Kansas. 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 University is a party.

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.

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.

Criminal Or Civil Offense: Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract 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 University 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.

Injunctions: Should the University 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 University, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

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.

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 solicitation, 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 department and/or Purchasing Office said issue is due to imperfection in material, design, workmanship or contractor fault.

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.

Federal, State and Local Taxes: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. Kansas State University is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.

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

Tax Clearance Certificate: 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. Kansas State University supports the State of Kansas tax clearance process. Vendors submitting bids, proposals, contracts, etc., are required to provide a current tax clearance certificate.

For more information regarding this process please go to: <http://www.ksrevenue.org/taxclearance.html>

Accounts Receivable Set-Off Program: During the course of this contract if the vendor is found to owe a debt to the State of Kansas, payments to the vendor may be intercepted (setoff) by the State of Kansas. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the department 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 vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

SPECIFICATIONS

Term of Contract: The term of this contract is from date of award to May 31, 2022.

Price: Prices are requested to remain firm for the contract period. Prices quoted are to be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the University. Failure to provide available price reductions may result in termination of the contract.

On the yearly anniversary date of this contract, costs may remain at the price bid or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to anniversary date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. The University reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

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 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.

Payments shall not be made for costs or items not listed in the vendor's response.

Timeline

The University expects to make an award by June 30, 2017. This timeline is an indication only and may change at the University's discretion.

STATEMENT OF WORK

The Center for Hazardous Substance Research at Kansas State University is soliciting proposals for assistance with the implementation of the Technical Assistance to Tribal Communities Addressing Brownfields (Tribal TAB) program nationally. Work will include site-specific assistance to Tribal 128(a) tribal brownfields programs and associated community stakeholders, workshops, and webinars, and other tasks on an as needed basis. The goal of the TAB program is to provide expertise and education to empower stakeholders to participate substantively in the brownfields revitalization process. Initial proposals are due under this RFP by June 5, 2017. Additional proposals may be solicited on an "as needed" basis after June 5, 2017 through December 31, 2021. Applications from small, minority, and women's business enterprises are encouraged.

Note: An excerpt of KSU TAB's Work Plan submitted to EPA is available at:
<https://www.ksutab.org/services/requests%20for%20proposals> or <http://www.engg.ksu.edu/chsr/rfp>

NOTE: At the time of release of this RFP, KSU had not yet received this award from EPA. However, KSU was notified it has been selected for the award and EPA was preparing to make the award to KSU. This RFP does not represent a funding commitment; KSU's acceptance of a respondent's application does not indicate that funding is currently available to fund this program. The date range of contracts awarded may be adjusted based on dates of the EPA award to KSU.

For over twenty years, the Center for Hazardous Substance Research (CHSR) at Kansas State University (KSU) has been providing Technical Assistance to Brownfields (TAB) services together with other universities and consultants, using funds from the United States Environmental Protection Agency (EPA). A new grant period has begun and the CHSR will continue work with tribes in its current 21-state geographic service area, and perform workshops across the nation, but will now provide additional support to all tribes across the nation. Therefore, CHSR is soliciting proposals from qualified individuals, companies, non-profit organizations, and universities to help provide technical assistance to tribal brownfield stakeholders (in Federally Recognized Tribes) across the United States.

The CHSR provides technical assistance using the proven outreach model of assessing needs, establishing TAB assistance goals collaboratively with the community, providing outreach, and evaluating performance. This is accomplished by CHSR directing teams of technical professionals from KSU, other universities, non-profit organizations, and private firms and individuals. Assistance is provided to brownfield coordinators in tribal environmental agencies, and associated stakeholders in the community. Selected subcontractors and consultants will provide mentoring, expertise and education, on an as needed basis to increase tribal capacity to manage, cleanup and re-use brownfields, and in oversight

of release responses and remediation along with enhanced community engagement and participation. Support is usually provided via site-specific, as well as workshops, and webinars. As part of this work, the CHSR will continue to introduce brownfields stakeholders to web-based tools, such as TAB EZ (an application tool for EPA brownfields grants), BIT (Brownfields Inventory Tool; a site inventory database), and a new Online Tribal Brownfields Forum. Selected service providers are expected to familiarize themselves with the above mentioned tools.

CHSR works closely with EPA headquarters, and regional brownfields and land revitalization personnel, in all EPA Regions, as well as all environmental state agencies within these regions. More information on the CHSR's TAB program can be found at: www.ksutab.org/

Upon award of expected EPA funding to KSU, we plan to award Service Agreements for time and materials subcontracts and consultancies, with annual not-to-exceed invoice limits, through April 2022. Annual limits may range from less than \$3,500/yr to over \$15,000/yr per agreement as needed. Bidders may express their interest in entering into a subaward agreement (i.e., a subgrant), as an alternative to a Service Agreement (i.e., contract), and that may receive consideration. However, for the purposes of this RFP, proposals must respond with the information requested (including cost information relevant to Service Agreements). Also, Service Agreements (contracts) may include administrative overhead, whereas Subawards (i.e., subgrants) cannot include administrative overhead, per requirements of the funding agency. Bidders interested in entering into a subgrant should express that in their cover letter as in the Methodology section of their proposal.

Please provide a proposal including the following:

- **Transmittal Letter**, per Proposal Response Section (page 4 of this RFP)
- **Vendor Information**, per Proposal Response Section (page 5 of this RFP). Note: financial statement not required; only if requested later by KSU; do not include with your proposal.
- **Qualifications**, per Proposal Response Section (page 5 of this RFP). Please provide overall brownfields experience for your organization and resumes for key personnel as an attachment.
- **Timeline**, per Proposal Response Section (page 5 of this RFP). Please provide your availability to do the TAB work described herein, the lead time required for assignments, and other noteworthy considerations.
- **Methodology**, per Proposal Response Section (page 5 of this RFP). Please describe the services/deliverables and, where appropriate, the approach you can provide for any or all of the Tasks/Topics below, to include itemized annual cost estimates for work on separate tasks you plan to support, and a total estimated annual not-to-exceed figure, based on an assumed number of events, communities served, and amount of work you propose. Also, if you can provide useful assistance to tribal brownfields communities in a topic area that is not described in Tasks 1-5 below, please describe this capability and include a cost estimate for such services. Hours, travel, per diem, and unit costs are to be itemized. (Providing a fee schedule as an attachment is satisfactory).
- **References**, per Proposal Response Section (page 5 of this RFP).
- **Technical Literature**, per Proposal Response Section (page 5 of this RFP). This can include case studies of work performed (as an attachment). Technical Literature is not mandatory if you feel you have adequately responded to RFP requirements in other sections of your proposal.
- **Signature Sheet**, per Proposal Response Section (page 14 of this RFP)
- **Cost Proposal Sheet**, per Proposal Response Section (page 15 of this RFP). **Please indicate on the Cost Proposal Sheet if you will accept the University's P-Card for payment.** Presently, many departments use a State of Kansas Business Procurement Card (P-Card, currently Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card.
- **Signed hard copies of any Amendments to this RFP**, issued by KSU Purchasing (check the K-State Purchasing's website (<https://dfs.ksu.edu/rfq/>)). Additional information on this is in the Questions/Amendments Section per Proposal Response Section (page 2 of this RFP).
- **Exceptions**, to the Terms and Conditions of the RFP, if any, per Proposal Response Exceptions Section (page 4 of this RFP).

Note: Services are advisory and/or educational in nature. Services provided by KSU TAB and its team members are intended to guide communities through oversight of release responses and remediation, and the brownfields process, and will not involve the actual performance of brownfields redevelopment work, such as performing actual environmental site assessment work typically paid for by other EPA grants and resources.

Team members are prohibited from promoting their services while providing TAB assistance, and will avoid other conflicts of interest. However, team members may respond to requests for information or proposals from the tribe or community, and perform services for them at a separate time – not while providing direct service to the community as KSU's team member.

Technical Assistance Topics to be addressed may fall into five Subject Areas and four Tasks, per Table 1 of the EPA Work Plan referenced above, and may include the following: This includes: recognizing, inventorying, prioritizing, assessing and cleaning up brownfield sites and other release sites, leading to creation of quality places to work, live, and play that reinforce self-governance while preserving traditional knowledge and lifeways.

Specific Outreach Tasks to be performed under this Agreement

(note that a description of these tasks and other information are in the KSU Work Plan Excerpt for the EPA TAB award available at <https://www.ksutab.org/services/requests%20for%20proposals> or <http://www.engg.ksu.edu/chsr/rfp>

Task 1: Site-specific technical assistance to tribal agencies and community stakeholders (such as, but not limited to: attending meetings, conducting charrette's, reviewing and summarizing technical documents)

Task 2: On-line forum and resources (for networking, and access to useful tools such as BIT & TAB EZ, and other resources)

Task 3: Roundtables, workshops and webinars on brownfields related topics (such as 128(a) Tribal Response Programs)

Task 4: Capacity building and outcome evaluation (using a community capacity rubric, and event and professional evaluation methods)

Selection criteria for selecting team members for this project include: (same as listed in the Evaluation of Proposals section above, with emphasis on the items below)

- Expertise in the brownfields redevelopment process and Tribal 128(a) brownfield programs
- Experience in providing technical assistance to tribes and working in teams
- Experience with the EPA brownfields and TAB programs
- Geographic location as it relates to proposed services
- Cost of services
- Potential level of in-kind or matching effort

Award of a Service Agreement under this call for proposals is not a guarantee that work will be conducted by the selected subcontractor or consultant. It means that the firm/consultant will be considered a CHSR TAB service provider for the duration of the grant. Work will be assigned in writing to specific team members on the basis of community need; need of CHSR for assistance in providing the service; and qualifications, geographic service areas, and fee schedule.

Closing Date: June 5, 2017 @ 2:00 p.m.

Item: Consultants for Kansas State University's Technical Assistance to Brownfields Program

Department: Kansas State University – Center for Hazardous Substance Research

SIGNATURE SHEET

We submit a proposal to furnish goods and services during the contract period in accordance with the specifications.

LEGAL NAME OF PERSON, FIRM OR CORPORATION _____

WEBSITE _____

TELEPHONE NUMBER _____ FAX NUMBER _____

E-MAIL _____

ADDRESS _____

CITY & STATE _____ ZIP CODE _____

SIGNATURE _____

TYPED NAME OF SIGNATURE _____

TITLE _____

DATE _____

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

ADDRESS _____

CITY & STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____ FAX NUMBER _____

E-MAIL _____

COST PROPOSAL

Vendor Name: _____

Payment Terms: _____

Will P-Card be accepted for payment? Yes / No

Proposal responses shall include a list of 5 (minimum) references on a separate sheet. Company name, contact, phone number and email address information shall be included for each reference.

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.