

CONTRACT AWARD

Date of Award: May 6, 2024

Contract ID: 0000000000000000000055714

Event ID: EVT0008682

Replace Contract: NEW

Procurement Officer: Bonnie L Edwards
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E-Mail Address: Bonnie.edwards@ks.gov
Web Address: <https://admin.ks.gov/offices/procurement-contracts>

Item: Master Consulting Services

Agency/Business Unit: Department of Administration - Statewide

Period of Contract: May 6, 2024 through April 30, 2027

Contractor: Sabot Technologies Inc
101 Parkshore Drive Ste 100
Folsom, CA 95630-4726

Vendor ID: 0000713459
FEIN: On-File
Contact Person: Christopher Eaves
E-Mail: chris@sabotconsulting.com
Toll Free Telephone: 888-44-2268
Local Telephone: N/A
Cell Phone Number: 916-716-7117
Fax: 916-848-3451

Categories Awarded: All

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use a P-Card for purchases from this contract.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <https://admin.ks.gov/offices/procurement-contracts>

1. Terms and Conditions

1.1. Contract Documents

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

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

1.2. 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.

1.3. Definitions

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

1.4. Contract Formation

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

1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 55714

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

1.6. Statutes

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

1.7. Governing Law

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

1.8. Jurisdiction

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

1.9. Mandatory Provisions

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

1.10. Termination for Cause

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

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

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

1.11. Termination for Convenience

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

1.12. Rights and Remedies

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

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

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

1.13. 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.

1.14. 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.

1.15. 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.

1.16. Assignment

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

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

1.17. Third Party Beneficiaries

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

1.18. 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.

1.19. Injunctions

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

1.20. Staff Qualifications

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

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

1.21. Subcontractors

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

1.22. Independent Contractor

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

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

1.23. 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.

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

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

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

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

1.25. Proof of Insurance

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

1.26. Conflict of Interest

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

1.27. Nondiscrimination and Workplace Safety

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

1.28. Confidentiality

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

1.29. Environmental Protection

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

1.30. Care of State Property

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

1.31. 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.

1.32. Retention of Records

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

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

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

1.33. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

1.34. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.35. Prices

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

1.36. Contract Price

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.37. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and

services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

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

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

1.38. Accounts Receivable Set-Off Program

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

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

1.39. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

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

1.40. Quarterly Reports

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

1.41. Debarment of State Contractors

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

1.42. Materials and Workmanship

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

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

1.43. Industry Standards

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

1.44. Implied Requirements

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

1.45. Inspection

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

1.46. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.47. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.48. Information/Data

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

1.49. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating

characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.50. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.51. Integration

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

1.52. Modification

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

1.53. Severability

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

2. Scope of Work

The State of Kansas, Department of Administration is issuing contract(s) to an authorized group of contractors to provide Master Consulting Services in the following primary categories, each Contractor issued a contract shall find the categories their organization has been awarded on the cover page of this contract.

2.1. Consulting Service categories:

1. Strategic

- a. Strategic planning, business processes, data analysis & evaluation, innovation, sustainability, and governance

2. Project Management & Administration

- a. Program development, project organization, policies, administration, planning, disaster relief, and oversight

3. Financial & Performance Management

- a. Funding strategy, allowability, budget analysis & allocation, procurement and supply chain, and grant management

4. Audit & Compliance

- a. Audit, reporting, governance processes, technical assistance, and compliance

5. Organization and Change Management

- a. Organizational structure, operating model, leadership & culture, diversity, equity, and inclusion, human resources, change management

6. Technology

- a. IT architecture, data and software engineering, human-centered design, cyber security, systems processes, and technology standards

7. Evolving Needs

- a. New or emerging topic areas to support agencies (e.g., climate sustainability, hybrid and remote work)

Each Proposal submitted has been evaluated on an individual basis, the State of Kansas Department of Administration reserves the right to a no-award of any proposal for services that are not currently required or required in the foreseeable future.

Any specific engagement shall be awarded via the TASK ORDER (TO) PROCESS defined in Exhibit A found in Section 3 below.

Contractor's awarded a Master Consulting Services Agreement must agree to the DA-146a terms and conditions (Section 4 below) and the final agreed upon specifications.

There shall be no guaranteed minimum or maximum work to any Contractor awarded an agreement on this Solicitation. The State of Kansas reserves the right to solicit additional Consulting Services through other approved procurement processes.

2.2. Background:

The State of Kansas has identified a need for Consulting Services in the areas of Strategic, Project Management & Administration, Financial and Performance Management, Audit & Compliance, Organization and Change Management, and Technology.

Any work resulting from an agreement shall be offered competitively to contractors within each identified Scope on an as needed basis by State agencies in the form of Task Orders (TO).

There shall be no guaranteed minimum or maximum work to any one Contractor from this contract. It is the intent of the state to maximize use of this Solicitation for work to provide support across our state agencies, but the state reserves the right to offer work through other Solicitations on an as needed basis.

2.3. **Scope of Services**

2.2.1. **Strategic Consulting Services**

Strategic planning, business processes, data analysis & evaluation, innovation, and sustainability

Shall be awarded to firms with a successful, demonstrable, referenceable expertise in strategic planning, business processes, data analysis & evaluation, innovation, and sustainability services, with experience in analysis of strategic initiatives, evaluation of existing processes, assessment of major internal/external issues facing the State, implementation planning, and risk management.

2.2.2. **Project Management & Administration Consulting Services**

Program development, project organization, policies, administration, planning, disaster relief, and oversight

Shall be awarded to firms with a successful, demonstrable, referenceable expertise in program development, project organization, policies, administration, planning, disaster relief, and oversight, with experience in establishing and running programs, training, change management, work plan preparation and management, staffing and resource allocation, project budgeting and cost management, time reporting, transitioning planning, and quality assurance.

2.2.3. **Financial And Performance Management Consulting Services**

Funding strategy, allowability, budget analysis & allocation, procurement and supply chain, and grant management

Shall be awarded to firms with a successful, demonstrable, referenceable expertise in funding strategy, allowability, budget analysis & allocation, procurement and supply chain, and grant management, with experience in identifying eligible funding sources, understanding legal requirements and permissible uses, analysis of budgets for qualifying activities, assessment of how priorities align with funding, designing application procedures and processes, and grant-specific funding.

2.2.4. **Audit & Compliance**

Audit, reporting, governance processes, technical assistance, and compliance

Shall be awarded to firms with a successful, demonstrable, referenceable expertise in audit, reporting, governance processes, technical assistance and compliance, with experience in fraud, waste, and abuse identification, reporting and remediation, responding to federal or state audits, consolidated financial reporting, appeal procedures for any disputes, process for review and reporting, and processes to review audits pertaining to grant recipients and sub-recipients.

2.2.5. **Organization And Change Management**

Organizational structure, operating model, leadership & culture, diversity, equity, and inclusion, human resources, change management

Shall be awarded to firms with a successful, demonstrable, referenceable expertise in organizational structure, operating model, leadership & culture, diversity, equity, and inclusion, human resources, change management, with experience in assessing existing organizations, designing updated operating models, assessing staffing plans, building and implementing talent development programs, upskilling and reskilling individuals, employee trainings, performance management, cultural assessments, leadership planning, staffing plans, organizational processes, and transformation planning.

2.2.6. Technology Consulting Services**IT architecture, data and software engineering, human-centered design, cyber security, systems processes, and technology standards**

Shall be awarded to firms with a successful, demonstrable, referenceable expertise in IT architecture, data and software engineering, human-centered design, cyber security, systems processes, and technology standards services, with experience in identifying technology gaps, assessing technology portfolio, designing and building enhanced technology services, infrastructure planning, artificial intelligence, cybersecurity risks, data governance, risk management, IT cost management, solution architecture, and digital transformation.

2.2.7. Evolving Needs Services**New or emerging topic areas to support agencies (e.g., climate sustainability, hybrid and remote work)**

Shall be awarded to firms with a successful, demonstrable, referenceable expertise in emerging topic areas that may span or be tangential to the other categories of services, with experience in providing guidance on addressing new and emerging challenges (e.g., climate sustainability, hybrid and remote work environments).

2.3. Subject Matter Expertise

2.3.1. Contractor will provide functional and technical subject matter experts to augment State personnel on Projects.

2.3.2. State agencies have the authority to not accept individual(s) who have little or no working experience for the subject matter being requested.

3. Additional Information – Task Order (TO) Process

The Task Order (TO) Process shall be followed for all projects that are expected to exceed \$100,000. The below TO requirements are specific to the Master Consulting Services Contract (s).

The TO process shall include the following steps:

The agency will E-mail (preferred) or fax a Task Order (TO) to **ALL** Contractors that can provide services for a particular service as bid and the Contract administering Procurement Officer in the Office of Procurement and Contracts. A TO that has not been sent to ALL Contractors shall not be valid.

All questions concerning the TO shall be submitted in hard copy or electronically to the agency contact person listed within the TO. The questions shall be answered and distributed via email by the agency contact person to ALL Contractors within the targeted group. Any violation of this requirement, including directing questions to persons other than the agency contact person, may result in removal of the Contractor from the contract or other corrective action, as deemed appropriate.

TO responses shall be submitted by each interested Contractor via e-mail only by the closing date specified in the TO. The TO closing date will differ with each request, but shall at least have a closing date consistent with the Office of Procurement and Contract's policies:

For TOs valued at:

- More than \$100,000, but less than \$500,000
- \$500,000 and above

Closing Date:

- At least 10 days
- At least 21 days

With written approval by the Director of Procurement and Contracts, the above minimum days may be amended or waived.

- a. Names and resumes for all individuals on the Contractor team for the work identified in the TO shall be identified in the TO response. Only resumes of persons who are available and shall actually be assigned to the TO are to be provided.
- b. Evaluation and review of all TO responses shall begin upon the closing date of the TO as cited on each respective solicitation. Subsequently, interviews with the Contractor may be held.
- c. In general, evaluation of a TO response will be based on best price for competency, no major problems in prior service, and the best interest of the State of Kansas. A TO may be negotiated. However, negotiations that include any change to the specifications shall provide matching information to all Contractors on the pre-qualified list if the change is substantial enough that it would cause more than a minor alteration in the responses received. The AGENCY reserves the right to base an award on, for example, the individual Contractor's special qualifications to perform a particular project and/or the cost and suitability of staff offered for a project and to exercise discretion in selecting a Contractor for any given assignment.
- d. The award (or further request if additional information or clarification is required) will generally be made within five to ten working days of the due date of the response.
- e. The selected Contractor shall be provided two copies of the contract award resulting from the TO. The Contractor shall review and have an authorized person sign both copies, accepting the terms of the TO and the Contractor's response thereto, binding the Contractor contractually to the engagement. The Contractor shall return the signed contracts to the agency contact person.
- f. The contract(s) shall be signed by the agency head, or a designee authorized to contractually bind the agency and one fully executed copy shall be returned to the Contractor.
- g. In preparing, distributing, processing, evaluating, and awarding a TO, the AGENCY's Office and involved contractors shall in all regards and without qualification, follow all applicable state laws, rules & regulations, policies, and practices regarding procurements.

- h. With the written approval of the Director of Procurement and Contracts, non-competitive Task Orders may be executed by the AGENCY for emergency and/or immediate needs. Such Task Orders shall be characterized as short-term, generally shall be for significantly smaller engagements, and shall possess characteristics that clearly identify them as being abnormal and not suitable for execution under the normal Task Order processes. Immediately upon execution of an emergency or immediate need Task Order, a copy of the fully executed TO shall be sent to the Office of Procurement and Contracts by the Agency's Office.
- i. Unless noted otherwise in a TO, the following provisions shall apply:
- The Agency's Office reserves the right to review and disapprove all Contractor staff prior to the commencement of work. This may include but is not limited to review of resumes, interviews and contacting references. The Agency's office also reserves the right to review and disapprove all contract staff prior to the start of different phases of any given TO.
 - The Agency's Office reserves the right to terminate a TO at any time. Cause for termination may include but is not limited to (a) personnel originally offered by Contractor cease affiliation with said Contractor, (b) funding terminates,(c) Contractor fails to comply with contractual/TO requirements or (d) termination is in the best interest of the State.
 - The Agency's Office reserves the right to terminate payment for Contractor staff assigned to the agency effective upon written notice to the Contractor if performance does not meet agency expectations. The Contractor shall provide a replacement acceptable to the agency. When any replacement is necessary, the "ramp up time" for the replacement staff time shall be at no cost to the agency. The agency and the Contractor on a case-by-case basis will determine the "ramp up time" for replacement staff.
 - Contractor shall not reassign, terminate or add staff without prior written consent from the Agency's Office contact designee.
 - Key staff shall be identified on a TO. If a position is identified as "key" and assigned staff is removed from the position without prior consent of the agency or leaves the employment of the Contractor without thirty (30) days written notice to the Agency's Office, an amount equal to the number of hours lost shall be deducted from outstanding invoices and any future billings. The "hours lost" will be agreed on by a negotiated process between the Agency's Office and the Contractor.
 - Contractor staff shall perform their duties in accordance with state policies, procedures and requirements, using state specifications and standards. Applicable policies, procedures, requirements, specifications and standards will be provided to the Contractor before they may be applied. All products are subject to agency review and the buying agency has final authority in accepting services and products.

3.1. Staffing Requirements:

Contractor personnel assigned to each engagement shall be fully qualified and have adequate knowledge of the field of the specified Services required for the TO.

3.2. State Resources if Provided:

The Agency's Office shall assign agency staff to work with the Contractor and/or Contractor's staff on any engagement. Staff shall provide the Contractor or designated staff all information necessary and/or needed by the Contractor to successfully begin delivery of services as outlined in the contractual agreement.

3.3. General Provisions:

Unless a departure is otherwise specifically noted in writing within a TO, the following provisions shall apply to all TOs issued pursuant to this Contract:

- a. All charges shall be billed in accordance with the response to a given TO. Prices and deliverables shall not change during the term of the award unless a written amendment to the award is negotiated between the Agency's Office and Contractor.
- b. All work shall be performed in Kansas. Prior approval is needed for any travel reimbursement including, but not limited to lodging, meals, etc. If approved, travel reimbursement will be reimbursed at the current State of Kansas per diem rates.
- c. Costs incurred through project-specific solicitation shall conform to all federal and state laws and regulation applicable to the agency.
- d. Unless otherwise provided, data, which originates from this Contract shall be work product or "works for hire" as defined by the U.S. Copyright Act of 1994 and shall be owned by the State. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, custom computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Contractor shall not use or in any manner disseminate such work product or "works for hire" to any third party without the prior written permission of the State. Contractor shall take all steps necessary to ensure its agents, employees, or subcontractors shall not copy or duplicate any programs or Work Products or any portion thereof, in any form, or make any disclosure with reference thereto to any third party.
- e. Contractor and any individual employee or agent involved in this Contract shall promptly disclose to the State the products of their work hereunder, and those products will be deemed to be a work product or "works made for hire," and the State shall be considered to be the person for whom the work was prepared under the copyright laws of the United States
- f. The Work Product ownership provisions of any subcontract or any Task Order or Change Order issued under this Contract shall be identical to the provisions of this Article.
- g. The Contractor shall be in good standing with the State of Kansas and have no significant problems in prior work for the state.
- h. The Contractor shall be totally responsible for the work performed by their subcontractors and management of their subcontractors.
- i. Data confidentiality shall be maintained by the Contractor and any of its subcontractors. Contractor may be exposed to confidential state documents. The Contractor shall adhere to applicable confidentiality and security provisions as communicated by the agency. Contractor shall operate under the direction, control and supervision of the agency for the purpose of handling confidential or secured information. In the event a Contractor or subcontractor violates this provision, the Contractor and/or subcontractor may, at the sole discretion of the Director of the Office of Procurement and Contracts, be barred from submitting proposals for future TOs.
- j. The rights and remedies provided for the State in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law. In the event the AGENCY's Office determines in its sole discretion that Contractor has not provided the services or goods identified in a Task Order, Contractor shall be responsible for any and all costs and expenses, including attorney's fees and expenses to hire other vendors to

modify, complete, adjust, finish or fix the services or goods as determined by the State.

- 3.4.** A Contractor may be stricken from an awarded group for non-performance factors. Such factors may include, but shall not be limited to:
- Bankruptcy or similar events
 - Acquisition by a non-performing contractor
 - Conviction under Kansas criminal statutes
 - Failure to maintain tax-cleared status
 - Violation of the Kansas Conflict of Interest statutes
 - Debarment in Kansas or another state
 - Concurrence by the Office of Procurement and Contracts Director that a contractor has failed to perform under a contract
 - Three referrals (even if not sustained) to the Office of Procurement and Contracts

3. Cost Sheet

Prices shall remain firm through April 30, 2027

Role	Hourly Rate
1 Principal	<u> \$300</u>
2 Director	<u> \$250</u>
3 Senior Project Manager	<u> \$225</u>
4 Senior Consultant	<u> \$200</u>
5 Project Manager	<u> \$190</u>
6 Consultant	<u> \$190</u>

Enter the contract pricing, web address and/or attachment name.

basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

4.7. Acceptance of Contract

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

4.8. Arbitration, Damages, Warranties

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

4.9. Representative's Authority to Contract

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

4.10. Responsibility for Taxes

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

4.11. Insurance

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

4.12. Information

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

4.13. The Eleventh Amendment

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

4.14. Campaign Contributions / Lobbying

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

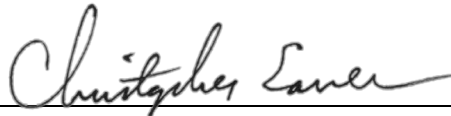
Subject to the terms and conditions of the bid specifications and this contract, State hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to Procurement and Contracts on December 30, 2022 in response to Bid Event Number EVT0008682.

It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to furnish Master Consulting Services for Statewide on order of the Agency at the price or prices contained herein.

This contract is entered into this 5th day of May, 2024 by and between the State of Kansas (State) and Sabot Technologies Inc, Folsom, CA (Contractor).

Contractor: Sabot Technologies Inc

State of Kansas

By: 

By: _____

Printed Name: Christopher Eaves

Todd Herman
Director of Purchases

Title: President