

CONTRACT AWARD

Date of Award: April 8, 2011

Contract Number: 35605
Bid Event Number: EVT0000261

Replaces Contract: NEW

Procurement Officer: Neal Farron
Telephone: 785-296-3122
E-Mail Address: neal.farron@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Accessibility Assessment Tools and Services

Agency: Statewide—Optional

Period of Contract: Date of award through March 31, 2017
(final renewal period)

Contractor: SSB BART Group
1593 Spring Hill Rd.
Vienna, VA 22182
SMART ID: 0000281263
Local Telephone: 800-889-9659
Vendor Id: 0000160631
Contact Person: Jason Crossett
E-Mail: jason.crossett@ssbbartgroup.com

Amendments: Amendment 1—Contract renewal through March 31, 2014
Amendment 2—Contract renewal through March 31, 2015
Amendment 3—Contract renewal through March 31, 2016
Amendment 4—Contract renewal through March 31, 2017

Prices: See Attached

Payment Terms: Net 30

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

Procurement Cards: Agencies **may** use State of Kansas Business Procurement Card for purchases from this contract.

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

Pricing:

Category 1: Statewide Accessibility Management Platform (AMP) Enterprise Subscription License

- (1) **Solution definition.** The “solution” is defined as the product SSB BART Group’s Accessibility Management Platform (AMP) Enterprise. This includes InFocus 4.2.2 and InFocus 5 (integrated in to AMP), as well as associated browser plug-ins/toolbars.
- (2) **Solution hosting.** The Contractor shall host the solution.
- (3) **Licensing/Use.** The AMP Enterprise Subscription License covers, without limitation, all State of Kansas employees, contractors, and vendors that are working on State of Kansas projects.
- (4) **Pricing.** Annual SSB BART Group’s State & Local Government AMP Statewide License subscription bundle: \$ 44,361.00
- (5) AMP annual subscription costs include the following:
 - **Maintenance** – AMP updates/upgrades and best practice additions made available to AMP during the subscription period shall be made available at no additional charge. All upgrades shall be coordinated in advance with the state before implementation.
 - **Support** – Unlimited AMP product support shall be made available to designated State of Kansas contacts at no additional charge during the subscription period.
 - **Web-based Instructor Led Training** – SSB BART Group shall conduct instructor-led Web-based training sessions covering general AMP usage on a monthly basis at no additional charge during the subscription period. The AMP subscription shall also include no fewer than four sessions of instructor led online training to any number of developers covering AMP usage and administration. Such training sessions, if requested by the state, shall be held in addition to the monthly sessions and are anticipated to be conducted early in the startup effort to provide a baseline familiarization with state web developers on the use of the tool. In addition, similar training shall be provided as requested covering any AMP upgrades deployed to the State of Kansas instance, as requested as part of the monthly sessions referred to above. SSB BART Group shall work with the point of contact designated by the State of Kansas to schedule and promote these sessions. There is no limit to the number of attendees that may attend each of these sessions and no additional cost for the sessions beyond the AMP annual subscription fee.
- (6) **Service level agreement for hosting.** The solution shall be have 99.9% uptime.
- (7) **Usage statistics.** The implementation of the desired user level usage statistics shall be provided without charge to the State of Kansas within the first 90 days of tool purchase. During the development of the usage statistics the Contractor shall work to develop the report implementation and easiest method of exposure for the State of Kansas. This will allow the State of Kansas to clearly indicate the desired usage statistics at a user level, and preferred method for delivery and distribution of the information. This is in line with deployment work and extensions required by other enterprise customers of the Contractor.

Category 2: Accessibility Training

- (1) **Self-paced Web-based Courses.** All AMP users have access to these courses at no additional charge. *All courses are included in the license cost of AMP.* There is no separate cost for the courses, no additional cost associated with users accessing this functionality and no cost for any additional courses added to AMP during the license period. As an enterprise licensee the State of Kansas also has the option of deploying all courses directly into the State’s Learning Management System (LMS) at no additional cost. Additional courses are constantly being added to AMP and State of Kansas shall be provided access to these courses as part of all standard AMP upgrades.
- (2) **Web-based Instructor-Led Training.** Web-based training is priced per attendee; the cost per attendee is \$ 295.00 per attendee. As part of the purchase (and any subsequent renewal) of access to the tool purchased in Category 1, two instructor-led online sessions on topics identified from the list of training provided in the Contractor’s RFP response under Category 2 or Appendix A and shall be provided free of charge, with unlimited attendance.

(3) Onsite Instructor Led classroom Training – Onsite training is priced at a flat rate of \$ 6,120.00 per day plus travel and expenses. Travel and expenses are calculated utilizing the Federal Government per diem rates.

Category 3: Consulting Assistance

All consulting services provided to the State of Kansas under this contract shall be calculated based on the GSA Professional Service rate of \$ 124.20/hour.

Terms and Conditions:

Conditions of Contract: The following terms and conditions of award are incorporated by reference and include: State of Kansas DA-45/146a; specifications and conditions of the proposal including any addenda; contractor's response including any addenda, appendices and exhibits.

Order of Preference: Any conflict to the provisions of this contract and the documents incorporated by reference shall be determined by the following priority order:

- a. State of Kansas Contract Provisions Attachment DA-146a;
- b. Written modifications and addenda to the executed contract;
- c. This contract document;
- d. Contractor's written proposal submitted in response to the RFP as finalized, including:
 - the Revised Offer received via email on February 9, 2011, dated February 10, 2011;
 - Contractor clarification received on ; and
- e. The above referenced Request for Proposal (RFP including any addenda.)

Business Procurement Card: Many State Agencies use a Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the card.

Political Subdivisions: Political subdivisions (City, County, School Districts, etc.) are permitted to utilize contracts administered by the Division of Purchases. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The Contractor must deal directly with the political subdivision.

Contract: The Contractor shall be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

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.

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 Division of Purchases
900 SW Jackson St, Room 451S
Topeka, Kansas 66612-1286
RE: Bid Event Number EVT0000261

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 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.

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.

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.

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.

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.

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.

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.

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.

Proof of Insurance: Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Division of Purchases.

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.

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. 42-215 *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 must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor 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.

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.

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.

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.

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 State 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 State employee at any time.

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.

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.

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.

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.

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 in Topeka, Shawnee County, Kansas.

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.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA 146a) 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 Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

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 shall 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 disqualification of the bid or termination of the contract.

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

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of

persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

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

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.

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.

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.

Federal, State and Local Taxes: Unless otherwise specified, the proposal 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 contract. 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.

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, 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. If the debt is undisputed, 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. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

Definitions: A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

Indefinite Quantity Contract: This is an open-ended contract between a 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 shall 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.

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

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

Off-Shore Sourcing: Contractor shall disclose in their bid response the location where the contracted services shall be performed and whether or not any of the work necessary to provide the contracted services shall be performed at a site outside the United States.

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 Division of Purchases 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.

On-Site Inspection: Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a proposal shall be construed as evidence that the Contractor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the Contractor's response.

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

On the yearly anniversary date of this contract, costs may remain at the existing contract price 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 expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. The State of Kansas 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 rebid.

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

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

Upgrades: Contractor shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

Equipment: All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid response.

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. Other products required to make the described software functional shall be identified in the Contractor's response.

Warranty: Contractor shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. The State requires a "standard" warranty of a specific amount of days, or 1 year, whichever is greater. This warranty shall be included in the cost of the equipment.

The Contractor shall be the sole point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of agency or Division of Purchases said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

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.

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.

Software Code and Intellectual Property Rights: As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor shall surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents,

software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.

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

New Materials, Supplies or Equipment: Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

Contract Price: Statewide contracts are awarded by the Division of Purchases 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 bidder that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Division of Purchases.

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 Contractor.

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

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. 1-01), 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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

AMENDMENT

Amendment Date: January 17, 2013

Amendment Number: 1

Contract ID: 35605

Procurement Officer: Tami Sherley
Telephone: 785/296-3122
E-Mail Address: tami.sherley@da.ks.gov

Item: Accessibility Assessment Tools and Services

Agency: Statewide—Optional

Period of Contract: April 1, 2013 through March 31, 2014
(with the option to renew for two (2) additional twelve month periods)

Contractor: SSB BART GROUP INC
1489 Chain Bridge Road. Ste. 204
McLean, VA 22101
SMART ID: 0000281263
Local Telephone: 703-286-5317
Vendor Id: 0000160631
Contact Person: Tammy Cosseboom
E-Mail: tammyc@ssbbartgroup.com

Conditions:

By mutual agreement of both parties, this contract is renewed for the period April 1, 2013 through March 31, 2014.

AMENDMENT

Amendment Date: January 3, 2014

Amendment Number: 2

Contract ID: 0000000000000000000035605
Bid Event ID: **EVT0000261**

Procurement Officer: Tamarenid X Sherley
Telephone: 785/296-3122
E-Mail Address: tami.sherley@da.ks.gov
Web Address: <http://da.ks.gov/purch>

Item: Accessibility Assessment Tools and Services

Agency: Statewide—Optional

Period of Contract: April 1, 2014 through March 31, 2015
(with the option to renew for one (1) additional twelve month period)

Contractor: SSB BART Group
1489 Chain Bridge Road. Ste. 204
McLean, VA 22101
SMART ID: 0000281263
Local Telephone: 703-286-5317
Vendor Id: 0000160631
Contact Person: Tammy Cosseboom
E-Mail: tammyc@ssbbartgroup.com

Conditions:

1. The parties agree to renew the contract for the following period: April 1, 2014 through March 31, 2015.
2. All remaining terms and conditions of the above referenced contract (including any attachments and amendments and documents incorporated) shall remain in force and effect and binding on the parties.

AMENDMENT

Amendment Date: March 27, 2015

Amendment Number: 3

Contract Number: 35605
Bid Event Number: EVT0000261

Procurement Officer: Neal Farron
Telephone: 785-296-3122
E-Mail Address: neal.farron@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Accessibility Assessment Tools and Services

Agency: Statewide—Optional

Period of Contract: April 1, 2015 through March 31, 2016
(with the option to renew for one (1) additional one (1) year period)

Contractor: SSB BART GROUP INC
1593 Spring Hill Rd.
Vienna, VA 22182
SMART ID: 0000281263
Local Telephone: 800-889-9659
Vendor Id: 0000160631
Contact Person: Jason Crossett
E-Mail: jason.crossett@ssbbartgroup.com

Conditions:

By mutual agreement of both parties, this contract is renewed for the period April 1, 2015 through May 31, 2016.

AMENDMENT

Amendment Date: February 16, 2016

Amendment Number: 4

Contract Number: 35605
Bid Event Number: EVT0000261

Procurement Officer: Neal Farron
Telephone: 785/296-3122
E-Mail Address: neal.farron@da.ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Accessibility Assessment Tools and Services

Agency: Statewide—Optional

Period of Contract: April 1, 2016 through March 31, 2017

Contractor: SSB BART GROUP INC
1593 Spring Hill Rd.
Vienna, VA 22182
SMART ID: 0000281263
Local Telephone: 800-889-9659
SMART Supplier Id: 0000160631
Contact Person: Jason Crossett
E-Mail: jason.crossett@ssbbartgroup.com

Conditions:

By mutual agreement of both parties, this contract is renewed for the period April 1, 2016 through March 31, 2017.

AMENDMENT

Amendment Date: <Date>

Amendment Number: <Number>

Contract ID: 0000000000000000000035605
Event ID: EVT???

Procurement Officer: Neal Farron
Telephone: 785/296-3122
E-Mail Address: <first.last@da.ks.gov>
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Accessibility Assessment Tools
Agency / Business Unit: <REQ_BU>

Period of Contract: <CONTRACT_START_DATE> through <CONTRACT_END_DATE>
(With the option to renew for <CONTRACT_RENEW_QTY> additional
<CONTRACT_RENEW_DUR> month periods)

Contractor: SSB BART GROUP INC
1593 SPRING HILL RD STE 710
SUITE 100

VIENNA VA 22182-2249

E-Mail:
Toll Free Telephone:
Local Telephone:
Fax:
FEIN:
Contact Person:

Conditions:

1.

Appendix A - Custom Training Development

SSB will customize standard course content to optimize the amount of training material State of Kansas stakeholders must be trained on. The goal of the training courses is to ensure that State of Kansas has the knowledge in place to ensure its sites and applications are compliant with the U.S. Section 508, WCAG 2.0 A and WCAG 2.0 AA accessibility requirements. The courses will provide both a baseline level of accessibility knowledge and a framework for maintaining and updating that knowledge on an ongoing basis. This will ensure that after the training State of Kansas will be able to develop and audit against the relevant accessibility standards independent of a third party.

To create the courses SSB will use current course content, published as part of the Accessibility Management Platform (AMP), as the basis for the final courses delivered to State of Kansas. These courses will be customized and extended to conform to the target set of courses provided to State of Kansas.

The customization will focus on removing requirements that are not relevant to State of Kansas based on the results of (i) previously performed audits of State of Kansas systems, (ii) sample testing of State of Kansas systems and (iii) global violation frequency rates stored in AMP. The customizations will ensure that the training benefits from SSB's extensive accessibility auditing experience and five million accessibility issues escrowed in AMP. In whole, these customizations allow the training to be organized around the minimal set of requirements that any given role must be trained on that - in practice - can guarantee compliance with the relevant accessibility standards. Such a minimalist approach is one of the most effective ways to ensure accessibility compliance while minimizing budget and time expenditures. Once a minimal set of requirements has been developed SSB will publish these in the form of course reference manuals and customized course content. Secondary customizations will occur in PowerPoint and Word and focus on providing code examples and best practices relevant to State of Kansas.

SSB will then conduct roundtable reviews with State of Kansas stakeholders to approve primary content and prepare a candidate set of training material. This training material will be reviewed by the State of Kansas Project Manager for final approval.

Each training course is coupled with a separate certification tests that validates a basic level of trainee's comprehension regarding the course content. These certification tests are used to validate best efforts on the part of an organization to train all stakeholders on a baseline level of accessibility knowledge appropriate to their role.

Development Notes

Content is developed principally using Microsoft PowerPoint with a speaker script in the Slide Notes area. PowerPoint format is used for the in-process and roundtable reviews with the clients. Once approved the PowerPoint content is moved into Adobe Captivate where the course content is extended into a self-paced eLearning course. This content can then published from into any of a variety of target training platforms the customer prefers including online web based format, SCROM compliant modules or distributable DVD format.

SSB utilizes Adobe Captivate to create inline demonstrations and videos for complex course topics. Generally, these focus on live, animated demos of assistive technologies in action and actually being used. This provides all course takers with some insight into what the end user experience is like. A few basic demonstrations would be included that relate to the core use of marquee State of Kansas systems. These demonstrations would highlight the good and bad experiences of individuals with disabilities using well known systems and the need for accessibility in that context.

SSB will oversee delivery of the courses and provide basic support for one year of content changes as the underlying courses are updated and extended in AMP. Course content will not include voice-over content however this can be added at any later date at the discretion of the course owners.

Deliverables and Sample Content

The most unique advantage that SSB provides relative to other Web Accessibility training vendors is that all training and reference material is actively used and updated by SSB's own consulting team and product development teams as part of the larger Accessibility Management Platform. This ensures that State of Kansas has access SSB's consulting grade best practices and the certification processes SSB uses for its own accessibility consultants. In practice, this also means that State of Kansas can review samples of all core content prior to determining if SSB is the correct vendor for this initiative. To that end SSB has provided links to examples of the various different types of content that will be delivered including the raw course PowerPoint files, the published self paced courses and the reference materials.

Item	Publication Format	Sample Content
Course Slides with Trainer Notes	PowerPoint	Accessibility Concepts Web Accessibility Basics (Sample Module Images) Web Accessibility Advanced (Sample Module Keyboard Accessibility)
Online Self-Paced Training Modules	Captivate, HTML, Flash	Accessibility Concepts Web Accessibility Basics Web Accessibility Advanced
Course Reference Manual	Adobe Acrobat	Web Accessibility Requirements – Sample Section Images

Online training modules are provided via AMP and to access to course content State of Kansas evaluators will need to register for an account with AMP at <https://amp.ssbbartgroup.com> and be setup with a trial license to AMP. Any State of Kansas employee wishing to evaluate the courses will need to have an AMP license setup by the SSB account manager for State of Kansas.

The online self-paced training modules work in both Mac and PC, and can be used by employees both with and without sound. The delivery of all online courses includes both the

final version as published, source PowerPoint and Adobe Captivate file formats. Knowledge checks and quizzes are provided in outline format in PowerPoint and then converted into test format in Captivate. All courses are published in SCORM compliant fashion for distribution directly into a Learning Management System.

Video recordings of the delivery of each course can be provided if the course is delivered in a classroom as part of the development and delivery of the course. These recording will be made available to State of Kansas within five business days of the delivery of the course in digital format via online download and a DVD.