

## DCF Task Proposal Request (TPR) General Guidelines

Not to replace procedures provided by Kansas Department of Administration/Division of Purchases.

- DCF will E-mail (preferred) a TPR to **ALL** Contractors within the targeted Group and the Contract administering Procurement Officer in the Division of Purchases.
- All questions concerning the TPR shall be submitted electronically to the DCF contact person listed within the TPR. The questions shall be answered and distributed via E-mail by the agency contact person to all Contractors within the targeted group and the Division of Purchases. **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 by the Division of Purchases.**
- TPR responses shall be submitted by each interested Contractor via e-mail (preferred) or fax by the close date specified in the TPR. The TPR close date will differ with each request.
- Names and resumes for all individuals on the Contractor team for the work identified in the TPR shall be identified in the TPR response. Only resumes of persons who are available and shall actually be assigned to the TPR are to be provided.
- Evaluation and review of all TPR responses shall begin upon the closing date of the TPR as cited on each respective solicitation. Subsequently, interviews with the Contractor may be held. In general, evaluation of a TPR response will be based on best price for competency, no major problems in prior service, and the best interest of DCF and the State of Kansas. A TPR 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. DCF 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.
- 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.
- The Contractor shall review and have an authorized person sign the award, accepting terms of the TPR and response and binding the Contractor contractually to the engagement. The Contractor shall maintain one fully executed copy. One fully executed copy shall be returned to the agency contact person. One photocopy of the fully executed TPR shall be sent to the Kansas Information Technology Office and to the Division of Purchases by the Contractor.

- Each award shall contain clear provisions identifying dates for delivery of ITS products and the completion of ITS activities.
- **In preparing, distributing, processing, evaluating, and awarding a TPR, the agency and involved contractors shall in all regards and without qualification, follow all applicable state laws, rules & regulations, policies, and practices regarding procurements.**
- DCF 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. DCF also reserves the right to review and disapprove all contract staff prior to the start of different phases of a given **TPR**.
- DCF reserves the right to terminate a **TPR** 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/**TPR** requirements or (d) termination is in the best interest of the DCF.
- DCF 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 head or designee.
- Key staff shall be identified on a **TPR**. If a position is identified as “key” and assigned staff is removed from the position without prior consent of the agency or leaves the employ of the Contractor without thirty (30) days written notice to the agency, 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 and the Contractor.
- Contractor shall not hire state staff or another Contractor’s staff working for the state without the written consent of the Director of the Division of Purchases or the Director’s designee. In the event a Contractor fails to comply with this requirement, the Contractor may be removed from the pre-qualified list.
- Contractor staff shall be expected to work as part of a cooperative team effort with staff from other firms as well as with DCF staff.
- 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.

- The work day schedule and leave time shall be coordinated with and approved by the agency. State holidays are sometimes inconsistent with Federal or commercial holidays. Contractor shall observe the state holiday schedule when working on an ITS engagement.