



Request for Proposal

Grant Instructions and Timeline

Economic and Employment Services

April 8, 2009

Daniel Klucas, DSOB 8<sup>th</sup> Floor Purchasing, 915 SW Harrison, Topeka, Kansas, 66612

The Kansas Department of Social and Rehabilitation Services (SRS), Economic and Employment Services (EES), Food Distribution Unit is issuing this Request for Proposal to obtain competitive responses from vendors to provide administration and delivery of services for the Commodity Supplemental Food Program (CSFP) and The Emergency Food Assistance Program (TEFAP) in Shawnee County in accordance with the terms and conditions set forth herein.

**Term of Contract:** The term of this contract is a one year (1) period beginning July 1, 2009 with four (4) additional one (1) year renewals by written agreement of the parties.

**Request for Proposal Timeline**

Written Questions Electronically Submitted to [Daniel.Klucas@srs.ks.gov](mailto:Daniel.Klucas@srs.ks.gov) From Potential Bidders Due by 5:00 p.m. **April 28, 2009**

Written Responses will be posted on the SRS homepage.  
(<http://www.srskansas.org>) **May 5, 2009**

Applications Due on **May 19, 2009 by 5:00 PM** to **Daniel Klucas, DSOB 8<sup>th</sup> Floor Purchasing, 915 SW Harrison, Topeka, Kansas, 66612.**

Central Office Notifies Successful and Unsuccessful Applicants of Award **June 22, 2009**

Grant Start-Up **July 1, 2009**

## **Application Checklist**

The following sections must be submitted in this order:

- \_\_\_ Cover Page
- \_\_\_ Organizational Description
- \_\_\_ Community Collaboration and Planning
- \_\_\_ Work Plan
- \_\_\_ Program Evaluation Plan

## **ATTACHMENTS:**

- \_\_\_ Statement of Compliance with Assurances
- \_\_\_ 501(c)(3) Verification *[optional]*
- \_\_\_ List of Board Members and a Board Member Conflict of Interest Statement *[optional]*
- \_\_\_ Transmittal Letter for Audit, Form 990, or most recent Year-end Financial Statement
- \_\_\_ Organizational Chart *[optional]*

*SRS Economic and Employment Support  
Commodity Supplemental Food Program*

**I. Background/Philosophy of Social and Rehabilitation Services**

- A. Mission:** To protect children and promote adult self-sufficiency.
- B. Vision:** Partnering to connect Kansans with supports and services to improve lives.
- C. SRS Guiding Principles:**

Act with integrity and respect in our work with customers, partners, and each other.

Champion customer success.

Demonstrate leadership without regard to position or title; embrace responsibility, take risks, make decisions, and act to overcome challenges.

Strive for continuous improvement.

Demonstrate passion for our mission to protect children and promote adult self-sufficiency.

Recognize the value of partnerships, both within the agency and with community partners, to stretch capacity and achieve extraordinary results.

**D. Purpose of the Grant:**

This document constitutes a request for competitive, sealed bids from qualified local agencies to provide administration and delivery of services for the Commodity Supplemental Food Program (CSFP) and The Emergency Food Assistance Program (TEFAP) in Shawnee County in accordance with the terms and conditions set forth herein.

CSFP is currently distributed in 24 counties in Kansas split into three Areas. The State agency, referred to as “SRS” in the remainder of this document, will accept bids for one or more of the Areas as follows. **Area I:** administers services in Johnson, Leavenworth, and Wyandotte counties. **Area II:** administers services for Atchison, Douglas, Franklin, Jackson, Jefferson, Osage, Miami, Pottawatomie, Riley, Shawnee, and Wabaunsee counties\*\*. **Area III:** administers services for Butler, Chautauqua, Cowley, Harper, Harvey, Kingman, Pratt, Reno, Sedgwick, and Sumner counties.

\*\*This RFP includes TEFAP only in Shawnee County, which is in Area II.

**If you are applying for Area II, please continue reading. If you are applying for Areas I or III, please skip down to Section H.**

**E. TEFAP Summary (Shawnee County only):**

TEFAP is a Federally funded program that provides United States Department of Agriculture food commodities to eligible persons for home use.

SRS orders the food and delivers it to public and non-profit private local agencies. In turn, local agencies determine the eligibility of applicants and distribute the foods.

**F. TEFAP Funding (Shawnee County only):**

The local agency must submit reimbursement requests in accordance with KCDM Section 6000.

As greater quantities of products are received by the state for distribution, greater expenses are incurred. The local agency will be reimbursed for allowable expenses in accordance with KCDM Section 6000 until available funds are depleted.

**G. TEFAP Program Administration Requirements:**

The local agency shall furnish all personnel, equipment, storage, and administrative services which are necessary to receive, store, and distribute USDA commodities to eligible recipients, as identified by SRS in accordance with Part 250, and Part 251 of the current Code of Federal Regulations. The local agency personnel must be sufficient to perform the contracted services. This must include enough back up staff to address unexpected issues as to not interfere with distribution.

In Shawnee County the local agency is responsible for determining the eligibility of TEFAP applicants in accordance with the Kansas Commodity Distribution Manual (KCDM) Section 2000. KCDM may be found at [http://www.srskansas.org/commodity\\_manuals/TEFAP/TEFAP2008/whskin\\_homepage.htm](http://www.srskansas.org/commodity_manuals/TEFAP/TEFAP2008/whskin_homepage.htm)

The local agency shall distribute commodities on a first come first serve basis to qualified recipients through sub distributing agencies, home delivery, and/or local distribution sites in accordance with the KCDM Section 1000.

TEFAP food will be allocated by SRS to the local agency. SRS will order commodities for the local agency directly from USDA.

The local agency must comply with participating organization and SRS Regional

Office monthly reporting requirements in accordance with KCDM Section 4000.

The local agency is responsible for any misuse of program federal funds or any loss resulting from improper distribution, or improper storage, care, or handling of commodities. SRS reserves the right to take claim action against the local agency in accordance with KCDM Section 3000 and 5000.

TEFAP food amounts fluctuate depending on funding and agriculture markets. The local agency shall accept, unload, handle, and store shipments of food at the local agency location(s) as specified in this RFP. Data included in this specification is based on actual receipts, storage, and distribution during October 1, 2007 – September 30, 2008 see chart below for details.



TEFAPFFY08.xls

The local agency will be evaluated by SRS on an as needed basis but not less than one on-site evaluation every two years. SRS works closely with local agencies to assist and monitor the program.

The local agency must meet the special needs of the homebound to the extent possible.

The local agency will provide adequate notification to participants regarding distribution dates, times, and locations. This includes adequate notification of any changes (planned or unplanned) in distribution dates, times, and locations. The location of distribution sites must be convenient to recipients.

#### **H. CSFP Program Summary:**

CSFP is a Federally funded program, which works to improve the health of low-income pregnant and breastfeeding women, other new mothers up to one year postpartum, infants, children up to age six, and elderly people at least 60 years of age by supplementing their diets with nutritious USDA commodity foods.

State agencies order the food and deliver it to public and non-profit private local agencies.

Local agencies determine the eligibility of applicants, distribute the foods, and provide nutrition education. Local agencies also provide referrals to other welfare, nutrition, and health care programs such as SNAP (food stamps), Medicaid and Medicare.

**I. CSFP Funding:**

**Funding Table**

Caseload Value Per Slot \$4.01	Monthly Caseload Goals	% of Total Caseload	Total Annual Funding	Monthly Reimbursement Available
	4,822	100%	\$ 232,000	\$ 19,333
Area I	1,282	27%	\$ 61,681	\$ 5,140
Area II	1,411	29%	\$ 67,887	\$ 5,657
Area III	2,129	44%	\$ 102,432	\$ 8,536

The Total Annual Funding column shows the total of annual federal funds available for reimbursement to the local agencies. SRS will disperse funding based on the local agency meeting their monthly caseload goals. If the caseload goal is not met the available funding that can be reimbursed for that month would be reduced. For example: Area I has a goal to serve 1,282 participants monthly. If the local agency only serves 1,182 participants the funding to be reimbursed would be reduced. The monthly reimbursement available is \$5,140. Each caseload slot is valued at \$4.01. 100 participants multiplied by \$4.01 equals \$401.00. \$5,140 minus \$401.00 equals \$4,739 available for reimbursement for that particular month. The monthly reimbursement and caseload available cannot be increased. Caseload and funding are subject to annual changes. Caseload may also be adjusted if local agency is consistently not meeting its monthly goal.

**J. General Requirements:**

The local agency shall furnish all personnel, equipment, storage, and administrative services which are necessary to receive, store, and distribute USDA commodities to eligible recipients, as identified by SRS in accordance with Part 247 and Part 250 of the current Code of Federal Regulations. The local agency personnel must be sufficient to perform the contracted services. This must include enough back up staff to address unexpected issues as to not interfere with distribution.

In a case where a designated local agency should “sub-contract”, the designated local agency shall ultimately be responsible for the performance of the subcontractor/sub distributing agencies including any loss or damage of product resulting from improper distribution or improper storage, care, or handling of commodities by the subcontractor.

Agreements between local agencies and subcontracted agencies shall be in effect

for not longer than one year but may be extended at the option of both parties for two additional one year periods.

All subcontractor agreements must be pre-approved by SRS.

The name, address, phone numbers, and fax numbers of the appropriate SRS contact persons will be provided to the local agency upon finalization of the award.

**K. CSFP Program Administration Requirements:**

Local agencies are responsible for determining the eligibility of applicants in accordance with the CSFP State Plan Chapter 2 Certification.



CHAPTER 2.doc

Local agencies shall distribute commodities to qualified recipients through sub-distributing agencies, home delivery, and/or local distribution sites in accordance with the CSFP State Plan Chapter 5 Food Delivery System.



CHAPTER 5.doc

Local agency will work with SRS to determine commodity ordering needs. SRS is responsible for ordering commodities for the local agency.

Local agencies must comply with fiscal and reporting requirements and submit monthly expenditure reports documenting all CSFP related expenses. See sections M. and N. of this RFP.

The local agencies must issue food to qualified recipients in accordance with the established food package guide rates. See CSFP Maximum Monthly Distribution Rates.



Exh E CSFP Maximum  
Monthly Distribution F

It is the local agencies responsibility to ensure participation numbers do not exceed the caseload assigned by SRS. See the CSFP State Plan Chapter 3 Caseload Management and Section K of this RFP.



CHAPTER 3.doc

Local agencies must provide recipients with nutrition education information on the availability of other nutrition and health assistance programs. See the State Plan Chapter 4 Nutrition Education.



CHAPTER 4.doc

Local agencies must inform recipients of their rights and responsibilities in the CSFP program. See Your Rights And Responsibilities In The Kansas Commodity Supplemental Food Program.



A3 Rights &  
Responsibilities.doc

Local agencies must meet the special needs of the homebound elderly to the extent possible. See the CSFP State Plan Chapter 5 Food Package Deliveries To Homebound above.

The local agency must pursue claims against recipients who have tried to obtain or use CSFP benefits improperly.

The local agency will take steps to prevent and detect dual participation by working with SRS and the Kansas Department of Health & Environment (KDHE) local WIC offices. Twice a year a list is to be submitted of the women, infants and children being served by the local agencies. This is sent to KDHE to compare with their main participant list to check for dual participation between WIC and CSFP.

The local agency will provide adequate notification to participants and SRS regarding distribution dates, times, and locations including any changes made. The location of distribution sites must be convenient to recipients.

**L. Food Warehousing and Storage Requirements:**

The local agency shall accept, unload, handle, and store shipments of food at the local agency location(s) as specified in this RFP.

The State of Kansas makes no guarantee of estimates or quantities of food to be stored and/or delivered. Data included in this specification is based on actual

receipts, storage, and distribution during October 1, 2007 – December 31, 2008  
see charts below for details.



CSFPfy08.XLS



CSFPfy09.XLS

USDA food can be shipped from multiple entities such as the USDA warehouse, the SRS contracted warehouse, or directly from a USDA vendor. The local agency will work with the USDA warehouse or SRS to establish a monthly delivery schedule for receipt of CSFP USDA commodity shipments. The local agency will work closely with SRS staff to determine commodity ordering needs to maintain a standard amount of commodities on hand at all times.

SRS reserves the right to inspect bidders warehousing operations for potential compliance with the terms of this RFP.

The local agency agrees to exercise such care as will protect and ensure the proper and safe storage of foods, including but not by way of limitation, the protection of foods against theft, damage from the elements of nature, rodents, vermin, weevils, and other pests. Warehouse facilities shall be properly maintained. Storage area and aisles shall be kept clean and free from litter or debris and further; local agency will maintain sanitary conditions that otherwise meet State of Kansas and American Sanitary Institute minimum acceptable standards and be in accordance with Part 250.14 (b) of the Code of Federal Regulations.

The local agency is responsible for any loss resulting from improper distribution, or improper storage, care, or handling of commodities. SRS monitors loss amounts on a monthly basis and reserves the right to take claim action against the local agency for loss which exceeds the daily warehouse operations. An example of this would be loss due to improper handling of cheese by leaving it out of the cooler for such an extended period of time it is no longer safe for consumers.

The local agency's facilities shall include adequate cooler and dry capabilities for storage of perishable and nonperishable food as required by USDA storage guidelines and instructions printed on the commodity containers. Ideally a two month supply of CSFP commodities should be kept on hand at all times. Adequate cooler and dry space should allow for a two month supply.

The local agency shall keep the warehouse facility free from damaged and/or out of condition foods. The local agency shall notify SRS and obtain disposition instructions of damaged or out of condition foods.

The local agency shall not accept any foods from shippers that are extensively damaged or out of condition without the express permission of SRS. Upon receipt or identification of damaged goods, the local agency shall recoup damaged units of food to reduce losses. Damage shall be defined as follows: Any food

container punctured, torn or otherwise exposed to the elements, or cans dented on the seam or lip will be termed unusable.

The local agency shall report all shipments containing damaged or out of condition foods received to the truckline for their inspection. The local agency shall note this on truckline freight invoice and bring to the driver's attention any damaged or out of condition food. The delivery driver representative needs to acknowledge the damage and make note of it and sign the freight invoice.

**M. CSFP Local Agency Caseload and Expense Reimbursement:**

Local agency participant caseload is assigned by SRS annually. See the Funding Table in Section G for current caseloads and funding levels per CSFP Area. Local agencies are to maximize outreach efforts to meet and maintain their assigned caseload each month without consistently going over.

Each caseload slot will be assigned a standard dollar value based on the amount of administrative funding made available by USDA.

Local agencies will be reimbursed for their CSFP monthly expenses up to the maximum monthly reimbursement dollar value available. This can include staff salaries, warehousing costs, utilities, and supply costs incurred in administering CSFP. Detailed monthly expenditure reimbursement reports must be submitted to SRS in order to receive reimbursement payments. See sample report below.



AffidavitExpense.doc  
c

Local agency reimbursement may not exceed the total contract value, however, SRS reserves the right to reimburse for additional expenses at the end of the federal fiscal year pending the availability of remaining funding.

The local agency is responsible for any misuse of program federal funds and SRS reserves the right to pursue claim action for misuse.

**N. Record Keeping and Reporting Requirements:**

A file must be maintained for every CSFP recipient at the local agency level which will include the application, proof of income, and other pertinent documents regarding the recipient. Files will be accessible by SRS at any time.

The CSFP local agency shall maintain a participant data spreadsheet which will show active participant information including but not limited to; name, address, birth date, certification/recertification dates, race/ethnicity code, category such as

“child, elder, post-partum woman, etc.”. SRS shall have access to this information upon request.

The local agency shall keep all commodity files for a period of three years plus the current federal fiscal year or longer if there are unresolved claim actions, audits, or investigations.

Files will be maintained at the local agency for monthly shipping receipts, invoices, inventory counts, reports, participant sign in sheets, etc. At a minimum, SRS shall have access to all records pertaining to: food orders, order status, billing/account information, inventory of all commodity food (including products received, on hand, and monthly movement of each item).

The CSFP local agency is responsible for completing and submitting a monthly inventory and distribution report (FNS-153). This report will show the number of participants served by category, beginning and ending inventories, amounts received, and amounts distributed including any damage or product used for food demonstrations. This report can be used by SRS to determine ordering needs for the following month, otherwise a monthly ending inventory count is submitted by the local agency. See the below for a list of Standard CSFP Reporting Due Dates along with an example of the FNS-153 report.



Standard CSFP  
Reporting Due Dates.



FNS153.xls

Annually the CSFP local agency is required to submit an FNS-191 Racial/Ethnic Data report. This data must be captured and maintained on the participant spreadsheet data. See below for an example of the FNS-191.



FNS-191NEW.pdf

**O. Monitoring and Management Evaluation:**

The local agency will be evaluated by SRS on an as needed basis but not less than one on-site evaluation every two years. SRS works closely with local agencies to assist and monitor the program.

**P. Duration/Cancelation:**

The term of the approved contract is one year (12 months) beginning July 1, 2009 through June 30, 2010. This contract may be extended for four (4) additional one year periods by mutual consent. SRS shall provide written notice of its intent to exercise the annual renewal option six (6) months prior to the termination date of

the contract. The Local agency must respond in writing within 30 days of receiving SRS written notice of the intention of SRS to renew the contract for another year.

Upon expiration, termination, or cancellation of the contract, if requested by SRS, the local agency agrees to ship all food stored in their warehouse to recipients as instructed by SRS in accordance with the terms of this contract until the food supply is exhausted.

The local agency and SRS reserves the right to cancel this contract upon ninety (90) days written notice by either party in accordance with Part 250.14(d)(5) of the current code of Federal Regulations.

SRS reserves the right to immediately terminate this contract due to non-compliance on the part of the local agency.

The local agency or SRS may terminate this contract for cause upon thirty (30) days written notification by either party. Examples of “cause” may be the local agency can no longer operate due to financial hardship or the program is no longer being funded by USDA.

## **II. Proposal Requirements**

### **A. Proposal Components:**

1) Cover Page

Complete all sections (A-H).

2) Organizational Description and Staffing

a. Describe physical location, community, and county.

b. Please describe your agency and how this RFP would align with your current mission. Tell us about the staff the agency would assign to this project. What do you foresee their role would be to meet the goals and mission for this RFP? What percentage of staffs time would be dedicated to duties included in this RFP. Please indicate if staff will be full or part-time.

3) Community Collaboration and Planning

a. For the counties you are applying for (SRS Area I, Area II, or Area III), describe current community coalition or partnerships, including partners involved, years of partnership's existence, 501(c)(3) status if applicable, or other pertinent information.

- b. Describe any future collaboration planning (if applicable).
- 4) Agency Work Plan – Please insure that items a-i have been thoroughly answered in your Work Plan no matter what format is used.
- a. Describe how the agency will meet and maintain CSFP monthly caseload objectives.
  - b. Describe the agencies warehouse and delivery service including; equipment, warehouse square footage for both dry and cooler, trucking capabilities (if applicable),
  - c. Describe how the agency will provide community outreach/nutrition education activities to ensure that the public is aware of and is able to access the program.
  - d. Describe how you foresee serving the homebound elderly.
  - e. If the agency plans to have agreements with sub-contractors, describe their role in meeting CSFP goals.
  - f. CSFP typically utilizes many volunteers. Describe your collaboration with the volunteer population.
  - g. If an unforeseen emergency occurred with your agency that stretched staffing limits, how would the agency insure services for CSFP would continue in a timely manner.
  - h. Describe other sources of income for the project, i.e., in-kind or other resources, if the agencies grant award is depleted before the end of the federal fiscal year.
  - i. Describe any previous CSFP experience and any challenges and how these were dealt with. Also explain any changes the agency made to improve service.
- 5) Program Evaluation Plan
- a. Describe the evaluator, i.e., internal staff, contracted evaluator or consultant, as appropriate.
  - b. Describe the program evaluation plan.

## **B. Submission Instructions:**

- 1) To be considered for funding, one original and two (2) copies must be received by Daniel Klucas, DSOB 8<sup>th</sup> Floor Purchasing, 915 SW Harrison, Topeka, KS 66612 by **May 19, 2009 by 5:00 p.m.** Applications will not be accepted via fax.
- 2) Application should not exceed 20 pages of narrative, not including cover page.
- 3) The font size must be at least 12 point. All margins must be no less than one inch. All pages of the application must be numbered in the lower right-hand corner, starting with the Cover Sheet as page 1. These page numbers may be hand-written but typewritten numbers are preferable.
- 4) The application must be arranged in the order indicated in the "Application Checklist" (as appropriate) on page 3.

The following documents should be attached to the original application only.

- a. Statement of compliance with assurances.
  - b. A verification of non-profit status, if applicable.
  - c. List of board members and a board member conflict of interest statement (optional).
  - d. Documents that assure financial solvency, e.g., transmittal letter for audit, 990 form, or year-end financial statement.
- 5) All copies of the application should be printed double-sided and bound with a staple or binder clip in the upper left-hand corner. Do not bind with separate covers of any kind or paper clips. Do not include tabs, plastic inserts, or brochures in your grant application.
  - 6) If possible, applicants are encouraged to submit their application electronically via e-mail in addition to the required original and two (2) copies.
  - 7) The application must be signed on the cover page in box C (official authorized to sign application).

### III. Proposal Review

- A. Review Process:** SRS will review applications in accordance with the criteria for Review. Reviews will be done at the SRS Central Office and may include persons not employed by SRS.
- B. Criteria for Review:** Award shall be made in the best interest of the State as determined by the Procurement Negotiating Committee. Although no weighted value is assigned, consideration may focus toward but is not limited to:
- 1) Adequacy of warehouse, facilities and staffing.
  - 2) Experience with Federal programs.
  - 3) Experience working with multiple entities on a program.
  - 4) Adequacy and completeness of proposal.
  - 5) Compliance with the terms and conditions of the Grant Instructions and Timeline.

### IV. Glossary

#### A. Definitions

**Guiding Principles:** Underlying beliefs or philosophies that drive decisions and actions associated with the project.

**Local Agency:** Organization that will plan, administer, and disseminate the work of this grant.

**Mission:** A brief statement of purpose or reason for being; answers the question, “Why does your community partnership or organization exist?”

**Program Evaluation:** The process of planning, collecting, analyzing, and reporting results of the project.

**Request for Proposal:** A solicitation by a grantor seeking applications from potential grantees.

**Vision:** The futuristic picture or ideal state of a community or program as defined by the community partnership or organization.

**Work Plan:** Describes activities and measures of success for the current grant

period.

**B. SRS Divisions**

**SRS:** Kansas Department of Social and Rehabilitation Services

**SRS/ISD/EES:** Kansas Department of Social and Rehabilitation Services/Integrated Service Delivery/Economic & Employment Support

**V. Attachments**

**A.** Sample Work Plan (another format could be used as well).

**B.** Assurances

## ATTACHMENT A: Sample Work Plan

NW Regional Center For Children

CONNECT KANSAS OUTCOME 1: Children enter school ready to learn.

GRANT YEAR OBJECTIVE: By December 31, 2002, to increase early childhood teachers receiving college tuition reimbursements through Smart Start by 50%.

GRANT YEAR BASELINE OR BENCHMARK: By December 31, 2001, 25 early childhood teachers received college tuition reimbursements through Smart Start.

### ACTIVITIES:

- Receive training on the process and standards for implementing T.E.A.C.H. in NW Kansas
- Define early childhood curriculum and courses with Home Economics Department at Westminster College
- Provide professional development workshops for early childhood providers (to explain T.E.A.C.H. and competency levels).
- Market T.E.A.C.H. to providers and collaborative partners
- Document program activities and outputs

### OUTPUTS:

- 3 NW Regional Center for Children staff trained to set up and administer T.E.A.C.H.
- 3 classes will be offered in early childhood for credit through Westminster College
- 11 professional development workshops with 87 total participants
- 15 electronic media (TV, radio, internet) promotions, 55 print media (newspapers, newsletters) promotions, 2,500 professional developmental materials distributed, 30 presentations to community groups
- Monthly and annual reports from data entered online in the Community Documentation System

### SUPPORTING RESEARCH:

Benson, 1997.

## ATTACHMENT B: Assurances

- a. Supplantation of Grant Funds - The grantee shall not replace or supplant funding of another existing program with funds provided for in this Grant. Funds awarded under this Agreement may not be used for any purpose other than the one defined in this document.
- b. Debarment - As part of the Code of Federal Regulations (45 C.F.R. Part 76), all governmental entities receiving funding from the Federal Government must participate in a government wide system for non-procurement debarment and suspension. A person or entity that is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Debarment or suspension of a participant in a program by one agency shall have government wide effect. The Secretary of SRS is authorized to impose debarment. Before any person or entity enters into an agreement, grant or contract with SRS, the "Excluded Parties Lists" shall be researched for potential debarred persons or entities. (located at the website <http://epls.arnet.gov>).
- c. Compliance With Laws and Regulations - The Grantee agrees that it will comply with all federal, state, and local laws and regulations in effect at any time during the course of this Grant. The Grantee shall certify to SRS that it will provide a drug-free workplace and as a condition of the Grant, the Grantee will not engage in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in conducting any activity with the Grant.
- d. Nondiscrimination and Workplace Safety - The grantee agrees to abide by all state, federal and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules and regulations may result in termination of this Grant.
- e. ADA Compliance - 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. 44-111 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 "e." (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.