WICHITA STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)

RFP Number:	B0001819 -ReBid
RFP Issuance Date:	Wednesday, May 1st, 2024
Pre-Proposal Meeting:	Friday, May 10th, 2024, at 2:00p.m. Central
RFP Question Deadline:	Friday, May 17th, by 5:00p.m. Central
RFP Closing Date:	Thursday, M Wichita State University

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SECTION I
CONDITIONS TO BID

1.1. Bid Specifications. Bidder must be able to meet all bid specifications set forth in this RFP as well as the minimum qualification and performance specifications set forth in Attachment 5: Minimum Qualifications and Performance Specifications.

1.2. Bid Proposal. Bidder's Proposal must include fully completed RFP attachments, except that Bidder may complete Attachment 7: Bidder Signature Sheet by referencing separately attached documents or information.

1.3. Proposal Reference Number: The RFP Number identified on the first page of this RFP (the "RFP Cover Page") has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP, including any Proposal, and MUST be referred to in all verbal communications. Any communication or submission that does not reference the RFP Number may be rejected or not considered by WSU, in WSU's sole discretion.

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SECTION II

PROCUREMENT TYPE, PROCESS, SELECTION, AND AWARD

2.1. Procurement Type: WSU's competitive procurement types include: (1) Sealed Bid; (2) Negotiated Bid; and (3) Simplified Acquisitions. The type of procurement for this RFP is noted on the RFP Cover Page.

2.1.1. A Sealed Bid process includes: (1) a solicitation to bid; (2) publication of solicitation; (3) Proposals submitted under seal by Bidders

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2.8 Proposal Disclosures:

2.8.1 In the event this is a Sealed Bid, at the time of closing, only the names of those who submitted Proposals shall be made public information. No price information will be released. Bid tab results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Office of Purchasing. Bid results can be obtained by sending a written request, referencing the Solicitation name and number to the following:

Wichita State University
Office of Purchasing
1845 Fairmount St, Campus Box 38
Wichita, KS 67260

[redacted]

3.5 Modification of Proposals: A Bidder may modify a Proposal electronically by email or by DropBox transmission at any time prior to the closing date and time for receipt of proposals.

3.6 Withdrawal of Proposals: A Proposal may be withdrawn on written request submitted electronically in email from the Bidder to the Procurement Officer at the Office of Purchasing prior to the RFP Closing Date.

3.7 Parties to Contract : Proposals shall be submitted in manner that allows WSU controlled affiliated corporations to enter into similar agreements subject to the same or substantially similar terms and conditions. WSU controlled affiliated corporations include Wichita State University Intercollegiate Athletic Association, Inc., Wichita State University Union Corporation, Wichita State University Innovation Alliance, Inc., and WSIA Investments Corporation.

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SECTION IV
GENERAL CONTRACT PROVISIONS

The provisions of this section list all general contract provisions that shall govern the resulting services and/or goods solicited in this RFP. These provisions shall be deemed binding on the Bidder if a Bidder's Proposal is accepted by WSU and WSU and Bidder (referred to in this Section as "Vendor") enter into a Contract or deem a Contract to be formed (referred to in this Section as "Vendor").

4.1 Contract Documents: The successful Bidder ("Vendor") may be required to enter into a separate written Contract with WSU. Unless expressly omitted in the Contract, this RFP and any amendments, and the WSU DA-146a - Contractual Provisions Attachment, located at https://www.wichita.edu/administration/generalcounsel/DA-146a.php are deemed binding on Vendor and hereby incorporated by reference into the Contract. The Proposal and any Proposal amendments may be incorporated into the Contract at the discretion of WSU.

4.2 Order of Precedence: In the event of a conflict in terms of language among the Contract documents listed below (as applicable), the following order of precedence shall govern:

1. Wichita State University Modified Form DA-146a;
2. Executed Contract between the parties;
3. This RFP including any and all addenda; and
4. Bidder's Proposal submitted in response to this RFP, as finalized.

4.3 Term and Termination: The term of the Cy sact and ian0 (he)0.6 1 Tc -0.003 Tw1.rtd iehe

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4.17 Retention of Records: Unless WSU specifies in writing a shorter period of time, the Vendor agrees to preserve and make available all of its books, documents, papers, records, and other evidence involving transactions related to the Contract for a period of five (5) years from the date of the expiration or termination of the 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.

4.18 Examination of Records : The Vendor agrees that authorized federal and state representatives, including but not limited to, WSU personnel; independent auditors acting on behalf of WSU and/or state or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to WSU.

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or oral, between the parties relating to the subject matter hereof. The Contract between the parties shall be independent of and have no effect on any other contracts of either party.

4.28 Criminal or Civil Offense of An Individual or Entity That Controls A Company or Organization or Will Perform Work Under The Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed in the Proposal and during the term of the Contract. 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 vendor. For purposes 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 twenty-five percent (25%) or more of its equity, or otherwise controls its management or policies. Any conviction for a felony criminal offense, or an adverse judgment in a civil case, that involves the actual or threatened harm to the health or safety of an individual must be disclosed. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

4.29 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 WSU, Vendor shall not be entitled to make or assert claim for damage by reason of said delay.

4.30 Acceptance: No contract provision or use of items by WSU shall constitute acceptance or relieve the Vendor of liability in respect to any expressed or implied warranties.

4.31 Breach: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

4.32 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.

4.33 Special Contract Provisions Specific to Scope of Work: In addition to the General Contract Provisions set forth in this Section IV, Vendor shall agree to the special contract provisions set forth in Attachment 4: Additional Contract Provisions .

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ATTACHMENT 1:
TAX CLEARANCE INFORMATION

WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals that exceed twenty-five thousand dollars ($25,000.00) over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of a Bidder's bid or proposal.

A "Tax Clearance"is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to changes(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:
x

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ATTACHMENT 3:
PROPOSAL REQUIREMENTS

Proposals should set forth, in detail, Bidder's plans to meet each of the requirements set forth in this RFP and specifically in this Attachment 3: Proposal Requirements. The proposal will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what may be inferred.

3.1 Company Overview and Qualifications. Provide a narrative description of your firm, its capacity to provide these services, and the Bidder's experience in the services or goods at issue in this Bid. Provide a description of the Bidder's qualifications and experience in performing the requested or similar services, including [resumes/summaries] of personnel assigned to the project stating their [education and] work experience. Bidder should establish in its Proposal that it is an established firm recognized for its capacity to perform and capable of mobilizing sufficient personnel to meet deadlines specified by WSU.

3.2 Successful Project Delivery. [illegible]

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ATTACHMENT 4:

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percent (3%) of the existing contract unless otherwise negotiated and agreed on by both parties. WSU reserves the right to accept, amend or deny any such price increase. It is understood that in the event the parties cannot agree upon the renewed price the contract may be terminated, at the discretion of WSU.

4.16 Invoices: Each purchase order must be individually invoiced. Invoices shall be forwarded to the using department and must include the following:

- x Date of invoice;
- x Date of completion of work;
- x Purchase Order number and Contract number;
- x Itemization of all applicable charges; and
- x Net amount due.

4.17 Default on Delivery: Any Bidder, who defaults on delivery as defined in this Request may, at the discretion of WSU Purchasing and Contract Services, be barred from bidding on any subsequent Requests for a period to be determined.

4.18 Vendor Refresh: WSU reserves the right to allow for re-release of this RFP on a periodic basis in order to "refresh" the pool of vendors providing services for bid under this contract. This will allow for a more comprehensive up-to-date pool of available vendors from which to choose when bids are let, to meet the clothing needs of the agencies. To this end, please be advised that this Request for Proposal may be re-released, at WSU's discretion, throughout the contract period.

**** Current contract vendors selected during either the initial solicitation, or subsequent solicthen(av)-2 (ag)-2 (i)7.4 (s

ATTACHMENT 5:
MINIMUM QUALIFICATIONS AND PERFORMANCE SPECIFICATIONS

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ATTACHMENT 7: BIDDER SIGNATURE SHEET	
INSTRUCTIONS TO BIDDER: Please respond to all questions below. If you intend to rely on any marketing materials or separately submitted proposal document in response to any of the below questions, please reference such materials in response to the relevant question and provide that material along with your responses. Mark any information that is proprietary or business trade secrets as “CO NFIDENTIAL.”	
1. RFP Name:	
2. Bidder Legal Name:	
3. FEIN Number:	

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