REQUEST FOR PROPOSAL (RFP)

RFP Number: RFP #B0001646

Date Mailed: June 19, 2020

Closing Date: July 09, 2020 2:00 PM Central Time

Procurement Officer: Robby Murray
Telephone: 316-978-5185
E-Mail Address: robby.murray@wichita.edu

Item: Vendor to Provide Shuttle Bus Service for Students, Faculty, and Staff of Wichita State University

Agency: Wichita State University (WSU)
Location(s): 1845 Fairmount, Campus Box 12
Wichita, KS 67260-0012

Period of Contract: August 17, 2020 through July 31, 2023
(with one (1) additional optional three (3)-year renewal period)

Guarantee: No Monetary Guarantee Required

Scope: This Contract shall cover the procurement of services to provide shuttle transportation to and from various stops on the Wichita State University main campus, located at 1845 Fairmount Street, Wichita, KS 67260 from a parking area located at the WSU Eugene M. Hughes Metropolitan Complex at 5015 E. 29th Street, Wichita, KS 67220 during the contract period referenced above. During the term of this contract the successful Vendor and WSU may negotiate to add and delete services, schedules and routes as is in the best interest of WSU and its students, faculty and staff.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a bid. Inquiries about this Request should indicate the contract number and be directed to the procurement officer.

RFP Number B0001646 was recently posted to the WSU Office of Purchasing Internet website. The document can be downloaded by going to the following website:
www.wichita.edu/purchasing

It shall be the bidder’s responsibility to monitor this website on a regular basis for any changes/addenda.
Request for Proposal Number B0001646
Shuttle Bus Services

SIGNATURE SHEET

Item: Vendor to Provide Shuttle Bus Service for Students, Faculty, and Staff of Wichita State University

Closing Date: July 9, 2020 at 2:00PM Central Time

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1(____) #2(____) #3(____) None(____)

Legal Name of Person, Firm or Corporation________________________________________________________

Toll Free Telephone________________________ Local________________________ Fax____________________

E-Mail________________________________________________________

Mailing Address________________________________________________________

City & State________________________ Zip Code________________________

FEIN Number________________________________________________________

Signature________________________________________________________ Date________________________

Typed Name of Signature________________________________________ Title________________________

In the event the contact for the bidding process is different from above, please indicate contact information below:

Address________________________________________________________

City & State________________________ Zip Code________________________

Toll Free Telephone________________________ Local________________________ Fax____________________

E-Mail________________________________________________________

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below:

Address________________________________________________________

City & State________________________ Zip Code________________________

Toll Free Telephone________________________ Local________________________ Fax____________________

E-Mail________________________________________________________
TAX CLEARANCE

Wichita State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed $25,000 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 vendor’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:

- Go to [https://www.kdor.ks.gov/apps/taxclearance/Default.aspx](https://www.kdor.ks.gov/apps/taxclearance/Default.aspx) to request a Tax Clearance Certificate
- Return to the website the following working day to see if KBOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every bid response.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance results may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with the bid response to:

Wichita State University
Purchasing Office
1845 Fairmount Street, Campus Box 012
Wichita, KS 67260-0012

Failure to provide this information may be cause for rejection of vendor’s bid or proposal.

Information about Tax Registration can be found at the following website:

The WSU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the WSU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or WSU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of WSU and the State.
CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

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-subcontractor. 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 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 and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person’s participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State’s request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor’s compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

_____________________________________________  _______________________
Signature and Title of Contractor                          Date
SECTION I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1. INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

WSU is seeking a vendor with transportation capabilities to support shuttle services for its students, staff, and faculty between several campus locations. Current bus routes can be viewed at https://www.wichita.edu/services/parking/Shuttle/. Actual routes will be decided upon award and upon mutual agreement of WSU and the successful bidder.

At the time of this proposal, the locations to be serviced are:

- Main campus of Wichita State University
- Eugene M. Hughes Metropolitan Complex

Given the expected growth of campus, a successful bidder will be required to have the capacity of adding additional locations and expanded routes.

2. SCHEDULE FREQUENCY AND SERVICE LEVEL

- Weekdays when in-person classes are held for fall and spring semesters
- 35 hours per day Monday-Thursday and 30 hours on Friday
- Approximately 156 days of service per academic year
- In the event in-person classes are cancelled or suspended for more than five (5) days, WSU shall have the right to suspend payments, without penalty, until such time as in-person classes resume.

Dates, times, and hours of operation will be negotiated in the final contract.

3. MINIMUM STANDARDS

- 3 American with Disabilities Act compliant buses
- 24 seated passengers

4. ANTICIPATED RIDERSHIP

The primary anticipated passenger population are WSU students, staff, and faculty. Proposed routes and schedules should therefore be based on student enrollment patterns and/or staff employment hours. However, this ridership may expand to additional riders during athletic events, university functions open to the community, etc. These events may take place outside of standard operating hours (e.g., evenings and weekends). Bidders must include in their proposal a service plan to accommodate these periods of increased ridership and any associated increased costs.

5. ADDITIONAL REQUIREMENTS

1. Availability of free WiFi on all buses.
2. Ability for WSU to design and apply graphics to the buses.
3. Ability for vendor to capture and provide data on ridership, counts per bus stop, etc. A successful vendor must be willing to alter routes based on this data at any time during the contract period.
4. Clean and adequately maintained buses that are equipped with air conditioning and heat as required for passenger comfort.
5. All drivers must be properly trained and licensed.
6. Provide a plan for conducting background checks on all (employees/drivers?) and to what standards employees are held to.
7. Compliance with all applicable federal, state, local laws and certifications including, but not limited to Department of Transportation compliance.
9. Provide plan on how you will clean and disinfect transportation vehicles

6. **GENERAL PREFERENCES**
While not required, WSU is highly interested in providing the following services/accommodations:

1. Environmentally friendly buses
2. The availability of any apps that will show the arrival of the “next bus to each wait station” that they will make available to prospective riders on their Android and iPhone smart phones.

7. **OPTION #1**
As an option to the fleet of buses proposed for the main campus/Hughes Metroplex route (Shuttle Buses), WSU is interested in having the vendor propose an additional bus, to be mechanically configured the same as the Shuttle Bus for the purpose of on-demand local trips, and with the following preferences. This bus shall be priced separately:

- The bus shall be wrapped in a WSU designed full wrap logo
- The bus may be available for the public to use when not reserved by WSU
- The bus shall be for use in the City of Wichita metropolitan area only.
SECTION II
STANDARD INSTRUCTIONS TO VENDORS AND CONDITIONS OF REQUEST FOR PROPOSAL

1. PREPARATION OF PROPOSALS.
Computations and totals shall be indicated where required. The Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals which contain errors.

ALL COPIES OF PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER. THE OUTSIDE SHALL BE IDENTIFIED CLEARLY WITH THE REQUEST NUMBER AND CLOSING DATE.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of vendor's capabilities to satisfy the requirements of this Request For Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request For Proposal without additional clarification shall not be considered responsive.

Vendors are instructed to prepare their Proposal following the same sequence as the Request For Proposal.

2. SUBMISSION OF PROPOSALS. One (1) copy of the Proposal, including literature and other supporting documents; In addition one (1) electronic / software version of the technical and cost proposals shall be submitted.

Vendor's proposal, sealed securely in an envelope or other container, shall be received promptly by 2:00 p.m., Central Time, on July 9, 2020, addressed as follows:

Wichita State University
Office of Purchasing
1845 Fairmount, Morrison Hall Room 021
Campus Box 12
Wichita, KS 67260-0012
Proposal # B0001646, Closing: July 9, 2020

Faxed, emailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. WSU shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

3. LEGAL NAME AND SIGNATURE. Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the vendor's social security number or Federal Employer's Identification Number.
4. **MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS.** A vendor may modify a proposal by letter, email or by FAX transmission at any time prior to the closing date and time for receipt of proposals. A proposal may be withdrawn on written request from the vendor to the Procurement Officer at the Office of Purchasing prior to the closing date.

5. **CLARIFICATION AND ADDENDA.** Each Vendor shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Purchasing Department in writing. The Purchasing Department shall not be responsible for any oral interpretations given by any WSU employee, representatives, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each Vendor, prior to submitting their proposal, to check WSU’s website at [www.wichita.edu/purchasing](http://www.wichita.edu/purchasing) to determine if addenda were issued and to make such addenda a part of their Proposal. Failure to acknowledge receipt of any addenda may render the Proposal non-responsive.

6. **RESPONSIVE AND RESPONSIBLE VENDOR.** To be considered a responsive Vendor, the Vendor shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Vendor, the Vendor shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

7. **RESERVED RIGHTS.**

7.1. WSU reserves the right to make such investigations as it deems necessary to make the determination of the Vendor’s responsiveness and responsibility. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by WSU.

7.2. WSU reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to WSU.

8. **THE RIGHT TO AUDIT.** The Vendor agrees to furnish supporting detail as may be required by WSU to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by WSU. WSU shall have the right to audit the Vendor’s records pertaining to the work/product for a period of three (3) years after final payment.

9. **DEBARMENT AND SUSPENSION STATUS.** Any vendor who defaults on delivery as defined in this Request may, be barred (a) After reasonable notice to the vendor involved and reasonable opportunity for that vendor to be heard, the Procurement Officer, after consultation with the University general counsel, shall have authority to debar a vendor for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Procurement Officer, after consultation with the University general counsel, shall have authority to suspend a vendor from consideration for award of contracts if there is probable cause to believe that the vendor has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the Procurement Officer, remain in effect until after the trial of the suspended person.
10. **REQUEST FOR ADDITIONAL INFORMATION.** The Vendor shall furnish such additional information as WSU may reasonably require. This includes information which indicates financial resources as well as ability to provide services. WSU reserves the right to make investigations of the qualifications of the Vendor as it deems appropriate.

11. **CONTRACT DOCUMENTS.** If it is determined that a contract be issued via this solicitation, the contract between WSU and the Vendor shall generally consist of (a) applicable contract document, (b) the Request for Proposal, and any addenda thereto, and (c) the Vendor’s proposal, as accepted, submitted in response to the Request for Proposal, and (d) any negotiated best and final offer. Any agreement, contract, or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by WSU.

11.1. Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

11.2. The successful Vendor shall have ten (10 days) after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

12. **OWNERSHIP OF DOCUMENTS.** All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Vendor under this contract shall be owned by the using agency. The Vendor may not release any materials without the written approval of the using agency.

13. **CONFIDENTIALITY OF DOCUMENTS.** The Vendor may have access to private or confidential data maintained by WSU to the extent necessary to carry out its responsibilities under this contract. Vendor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Vendor 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. Vendor must agree to return any or all data furnished by WSU promptly at the request of WSU in whatever form it is maintained by Vendor. On the termination of expiration of this contract, Vendor will not use any of such data or any material derived from the data for any purpose and, where so instructed by WSU, will destroy or render it unreadable.

**SECTION III**
FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS

1. PROPOSAL REFERENCE NUMBER. The above-number, B0001646 has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

   **Procurement Officer:**
   Telephone: 
   Facsimile: 
   E-mail Address: Wichita State University
   Office of Purchasing
   1845 Fairmount, Campus Box 12
   Wichita, KS 67260-0012

   No communication is to be had with any other WSU employee regarding this Request except with designated participants in attendance **ONLY DURING:**

   Negotiations
   Contract Signing
   as otherwise specified in this Request.

   Violations of this provision by vendor or WSU personnel may result in the rejection of the proposal.

2. NEOTIATED PROCUREMENT. **This is a negotiated procurement.** Final evaluation and award is made by the Procurement Negotiation Committee (PNC) or their designees, which consists of the following:

   Buyer, Office of Purchasing
   Associate Vice President and University Controller
   Chief of Police
   Faculty Senate representative
   UP Senate representative
   USS Senate representative
   Student Government representative (2)

3. APPEARANCE BEFORE COMMITTEE. Any, all or no vendors may be required to appear before the PNC to explain the vendor's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award to the low bidder without conducting negotiations. The PNC reserves the right to request information from vendors as needed. If information is requested, the PNC is not required to request the information of all vendors.

   Vendors selected to participate in negotiations may be given an opportunity to submit a best and final offer to the PNC. Prior to a specified cut-off time for best and final offers, vendors may submit revisions to their technical and cost proposals. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's best and final offer.
No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

4. QUESTIONS. No pre-proposal conference is scheduled for this Request for Proposal. Questions requesting clarification of the Request for Proposal must be submitted in WRITING to the Procurement Officer prior to the close of business on June 24, 2020 to the following address:

   **Procurement Officer:**

   Telephone: 316-978-5185  
   E-mail Address: robbymurray@wichita.edu  
   Wichita State University  
   Office of Purchasing  
   1845 Fairmount, Campus Box 12  
   Wichita, KS 67260-0012

   Failure to notify the Procurement Officer of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of WSU. Any modification to this Request shall be made in writing by addendum and mailed to all vendors who received the original request. Only written communications are binding.

5. PROPOSAL DUE DATE. Proposals shall be due to the Office of Purchasing no later than 2:00 PM Central Time on July 9, 2020. Proposals will not be accepted after this time.

   Failure to notify the Procurement Officer of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of WSU. Any modification to this Request as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum and mailed to all vendors who received the original request from the Office of Purchasing. Only written communications are binding.

6. COST OF PREPARING PROPOSAL. The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of WSU and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

7. ADDENDA. If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted [www.wichita.edu/purchasing](http://www.wichita.edu/purchasing). Receipt of an addendum to an RFP by a Vendor must be acknowledged by marking as such on the Signature Sheet prior to the closing time and date.

8. EVALUATION/SELECTION PROCESS. Award shall be made in the best interest of WSU as determined by the Procurement Negotiating Committee or their designees. Consideration may focus toward but is not limited to:

   a. cost. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations;
   b. response format as required by this Request;
   c. adequacy and completeness of proposal;
   d. vendor's understanding of the project;
   e. compliance with the terms and conditions of the Request;
f. experience in providing like services;
g. qualified staff;
h. methodology to accomplish tasks.

9. AWARDS
a. As the best interest of WSU may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
b. Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
c. Each Proposal is received with the understanding that the acceptance in writing by Wichita State University of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Vendor and the University; and shall bind the Vendor to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

6. BUDGETARY CONSTRAINTS. WSU reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire contract without any obligations or penalty based upon availability of funds.

7. INSURANCE REQUIREMENTS. Before a contract is executed, the successful Vendor shall furnish to WSU a CERTIFICATE OF INSURANCE (COI) as described in Part IV (Insurance Requirements).

8. SUBMISSION. The following documents shall be included in the vendors’ proposal submission:
• Signature Sheet – see page 2
• Tax Clearance – see page 3
• Certification Regarding Immigration Reform & Control – see page 4
• Proposal with pricing – see page 5
• Pricing shall be submitted as a per bus per hour format for the main shuttle buses and as a separate pricing scheme for Option #1.
• Transmittal Letter – see page 13
• References – see page 15

9. Notice of Award: An award is made on execution of the written contract by all parties. Only WSU is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.
SECTION IV
ADDITIONAL REQUIREMENTS

1.1. **Proposal Format:** The following information shall be part of the technical proposal: **Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.**

Transmittal letter which includes the following statements:

1.1.1. that the vendor is the prime contractor and identifying all subcontractors;
1.1.2. that the vendor is a corporation or other legal entity;
1.1.3. that no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
1.1.4. that the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
1.1.5. that no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
1.1.6. that the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
1.1.7. that the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
1.1.8. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting WSU and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of WSU;
1.1.9. vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a vendor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in state payments to vendor; and
1.1.10. That the vendor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

1.2. **Vendor's Qualifications:** The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

1.2.1. date established;
1.2.2. ownership (public, partnership, subsidiary, etc.);
1.2.3. number of personnel, full and part-time, assigned to this project by function and job title;
1.2.4. data processing resources and the extent they are dedicated to other matters;
1.2.5. location of the project within the vendor’s organization;
1.2.6. relationship of the project and other lines of business; and
1.2.7. Organizational chart

1.3. Qualifications: A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

1.4. Timeline and Methodology: Vendor shall propose a timeline for implementing services.

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

1.6. Submission of the Bid: Submission of the bid will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Vendor at no additional cost to WSU.

1.7. Alternate Proposals: Bids on items comparable to the above are invited. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.

1.8. Benchmark Requirements: A demonstration or benchmark of the selected devices for the using agencies may be required before final contract approval.

1.9. Equipment: All offered 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.

1.10. Implied Requirements: All products and services not specifically mentioned in this solicitation, 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 vendor’s response.

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

1.12. Technical Literature: All bids shall include specifications and technical literature sufficient to allow WSU to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.

1.13. Default on Delivery: Any vendor who defaults on delivery as defined in this Request may, be barred from bidding on any subsequent Request for a period to be determined.
1.14. **Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the WSU. Failure to provide available price reductions may result in termination of the contract.

1.15. **Price Adjustments:** On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment either upward or downward, keyed to industry and changes. Vendor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract can not agree on renewal terms, it is hereby understood that the contract will be terminated.

1.16. **Payments:** Payments shall not be made for costs or items not listed in the vendor's response.

1.17. **References:** Provide Four (4) references. References shall have purchased similar items from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employees and the buying agency shall not be shown as references.

1.18. **Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request.

1.19. **Certification of Materials Submitted:** The response to this request, together with the specifications set forth herein and all data submitted by the vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful vendor and WSU. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.20. **Experience:** All bidders must have a minimum of three (3) years continuous active participation in the applicable industry as a distinct company, providing equipment and systems comparable in size and complexity to the equipment and systems specified.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract.

Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.
SECTION IV
INSURANCE REQUIREMENTS

Vendor must procure and maintain, at Vendor’s expense, during the period of Agreement, the insurance and bonds described herein. Insurance and bonds must be with a company or companies qualified to do business in Kansas, as acceptable to WSU, with an “A.M. Best” rating of not less than A-VII, and written on the standard approved certification forms. These insurance requirements are minimum requirements for the Agreement and in no way limit any indemnity covenants in the Agreement. WSU does not warrant that these minimum limits are sufficient to protect Vendor from liabilities that may arise out of the performance of the Services under the Agreement by Vendor, its agents, representatives, employees, or subcontractors. Vendor’s insurance coverage will be primary insurance with respect to all other available sources. Vendor will provide coverage with limits of liability not less than those stated below.

All policies will include the following additional insured language “Wichita State University, its officers, officials, agents, and employees will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Vendor.

All policies will contain a waiver of subrogation against Wichita State University, its officers, officials, agents, and employees for losses arising from the services performed by on or behalf of Vendor.

Cancellation notices will be delivered to WSU in accordance with all policy provisions. Notices required in this section must be sent directly to WSU Purchasing.

Each insurance policy required by the Agreement must be in effect at or prior to commencement of the Services under the Agreement and remain in effect for the term for the Agreement. Failure to maintain the insurance policies as required by the Agreement, or to provide evidence of renewal, is a material breach of contract.

Vendor will furnish WSU with valid certificates of insurance prior to the commencement of the Agreement and no less than annually thereafter.

1. Comprehensive General Liability Insurance. Vendor shall maintain comprehensive general liability insurance with limits not less than $1 million for each occurrence involving bodily injury and property damage, a general aggregate of $2 million and products-completed operation aggregate of $1 million. Such coverage must include: premises operations broad form property damage, completed operations, independent Contractors, and contractual and products liability.

2. Comprehensive Automobile Liability Insurance. Vendor shall maintain comprehensive automobile liability insurance with limits not less than $5,000,000 for bodily injury and property damage combined, and must cover all owned, non-owned or hired vehicles of Vendor.

3. Worker’s Compensation Insurance. Vendor shall maintain worker’s compensation insurance and as required by Kansas law.

4. Property Insurance. Vendor shall maintain insurance in an amount of not less than $500,000 to cover all sums, which Vendor will legally be liable to pay be reason of liability for damages to or destruction of WSU property, including the loss of use thereof.
SECTION V
SAMPLE CONTRACT AND SAMPLE TERMS AND CONDITIONS

WSU has included with this RFP a sample contract for the services requested. Please see Exhibit A for this sample contract. This sample is provided for illustrative purposes only. WSU reserves the right to submit a contract which differs from the following example.