



**REQUEST FOR PROPOSAL (RFP) RFP 24064
BASEBALL & SOFTBALL FREEZE PROTECTION**

RFP Number: The above Request for Proposal Number has been assigned to the Request and **MUST** be shown on all correspondence or other documents associated with this Request and **MUST** be referred to in all verbal and written communications. *All inquiries, written or verbal, unless otherwise specified herein, shall be directed to purchasing@washburn.edu only.*

Purpose: This document constitutes a request from Washburn University for competitive proposals from vendors in accordance with the terms, conditions, requirement and instructions stated herein.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of the Request for Proposal (RFP) may result in the rejection of a bid.

Section I. Introduction

1.1 Purpose of Request

Washburn University is seeking a design-build contractor to provide a methodology for freeze protection of the water piping located in the baseball and softball field restrooms, press boxes, and concessions on the main campus.

1.2 RFP Details

Important Dates

RFP Issued	April 24, 2024
Mandatory Walkthrough	April 30, 2024, 10 AM CST
	Meet at the Softball field at 10AM CST
RFP Inquiry Questions Due	May 2, 2024
Proposal Due Date	May 15, 2024 2PM CST

*Proposals must be received by 2:00 p.m. **May 15, 2024** (CST) local time. Proposals must be in electronic format or delivered in sealed envelope to the Purchasing Office, Morgan 214A and must be received by the date, time, and place stated herein in order to be considered.*

Inquiries

All inquiries about the RFP must be submitted either electronically (PREFERRED) or by United States Postal Service in a sealed envelope. Please be mindful that if USPS is selected as your method of delivery, that the bid **MUST** be received by the University in the Purchasing Office by **May 15, 2024 at 2 PM CST**:

Kathy Pflaum
Director of Purchasing
1700 SW College Ave
Morgan 214A
Topeka, KS 66621
purchasing@washburn.edu

Questions arising subsequent to the issuance of the RFP that could have an impact on the responses should be submitted by **May 2, 2024** to purchasing@washburn.edu. All official answer to questions submitted will be in the form of an addendum and be in written form **ONLY**. No other answers given in any other format will be deemed valid for this RFP.

Submission

Email your proposal to Washburn Purchasing (purchasing@washburn.edu) by 2:00 pm, Central Time on **May 15, 2024**. Adobe PDF document type is preferred, but Microsoft Word and Excel document types are accepted.

Washburn University reserves the right to reject any or all proposals, to waive or refuse to waive errors or omissions in any proposal, to extend the time for submission of proposals, or to withdraw this request at any time. In no event shall a vendor submit its own standard contract terms and conditions as a response to this RFP. The vendor should address specific language or exact contract deviations that its firm wishes to negotiate in a section entitled exceptions.

Acceptance

Washburn University may award the contract to the vendor whose proposal is determined to be the most beneficial to the University. The University will contact the vendor upon acceptance of a proposal. Washburn University will also notify all unsuccessful proposers as to the outcome of the evaluation process. This RFP does not obligate the University to award a contract and reserves the right to cancel this RFP if cancellation is in the University's best interest.

Parties to the RFP

Parties to the contract will be Washburn University and the vendor. Invoices for all services and reimbursable expenses will be submitted to the Washburn University department of record for

payment. Approved payments will be subsequently made by Washburn University in accordance with the contract.

Costs of Proposal Preparation

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 RFP.

Competition

The purpose of this RFP is to seek competition. The vendor shall advise the Washburn University Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Washburn University Purchasing Director no later than five (5) business days prior to the bid closing date. The Washburn University Purchasing Director reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

News Releases

Only Washburn University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

SECTION 2 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- 2.1 **Submittals:** Proposals shall consist of electronic copy attached to submission email including supporting documents to Washburn University at purchasing@washburn.edu or by hard copy delivered to Kathy Pflaum, Director of Purchasing, to Morgan 214A. Bidder's proposal shall be received by the closing date and time listed on the cover sheet.

Alternate Bids (If Applicable) Each Bidder shall bid all alternates included in the Bid Proposal Form except, should he desire not to bid an alternate, he may insert the words "no bid" in the space provided for prices for such alternate. However, when a Bidder writes "no bid" for one or more alternates, he thereby waives any claim to the contract award if that alternate (or those alternates) becomes the basis for determining the low bid and/or change contract award. If an alternate price called for involves no change in price, Bidder shall so indicate by writing the words "no change" in the space provided. If the space provided for an alternate price is left blank, the blank space shall mean no bid. All amounts shall be clearly marked to indicate whether Alternate Price is an "ADD" or a "DEDUCT" price from the BASE BID Price. If neither is indicated, then "ADD" shall be implied.

- 2.2 **Signature of Proposals:** 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.
- 2.3 **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only Washburn University shall issue changes to this RFP, which will be in writing.
- 2.4 **Modification of Proposals:** A vendor may modify a proposal by email at any time prior to the closing date and time for receipt of proposals.
- 2.5 **Withdrawal of Proposals:** A proposal may be withdrawn by email from the vendor to Kathy Pflaum in the Purchasing Office at Washburn University prior to the closing date. Unless otherwise provided in any supplement to these Instructions, no Bidder shall modify, withdraw, or cancel a bid or any part thereof for ninety (90) days after the opening time of bids.
- 2.6 **Proposal Disclosures:** At the time of closing, only the names of those submitting proposals shall be made public information. No pricing or other proposed information will be released. Interested vendors or their representatives may be present at the announcement.
- 2.7 **Proposal Format:** It is the vendor's responsibility to submit complete responses in accordance with the format and instructions requested. It is the vendor's responsibility to submit information related to the evaluation categories and the University is under no obligation to solicit any information not included in the submitted proposal. Failure to submit information may cause an adverse impact on the evaluation of the vendor's proposal.

Vendors are requested to provide a point by point response to all requirements listed in the Request for Proposal.

Vendors are requested to organize their proposal into distinctive sections that correspond with the requested format stated below.

Tab 1: Contractor Qualifications

Exhibit A – General Information

Exhibit B – Project-Specific Information

Exhibit C – Past Project Experience *similar to project being bid* Provide Subcontractor names, if known.

Tab 2: Technical Requirements

Provide point by point response to all requirements listed

Exceptions to RFP noted, if applicable

Methodology

Timeline

Tab 3: Proposal Pricing

Signature Sheet

Provide pricing for Base Bids & Alternates

Bid Bond

W-9 <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Certificate of Insurance (COI) Acord 25

Tax Clearance Certificate

2.8 **Evaluation of Proposals:** Proposals will be evaluated using, but not necessarily limited to, the following criteria:

- 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; The University reserves the right to award to the lowest responsive proposal without conducting formal negotiations if recommended by the PNC and approved by the Director of Purchasing. Price – Vendor’s total project price will be compared to other vendors. Award will be made on best overall value.
- Vendor Experience – Vendor has successfully completed similar projects and has the qualifications necessary to undertake this project as evidenced by provided references and examples of past work.
- Response format as required by this Request;
- Adequacy and completeness of proposal;
- Vendor's understanding of the project;
- Compliance with the terms and conditions of the Request;
- Experience in providing like services;
- Qualified staff;
- Methodology to accomplish tasks.

Evaluation Process: After determining a proposal satisfies the mandatory requirements in the Request for Proposal, a comparative assessment of the proposal in relationship to the published evaluation criteria shall be made. The University reserves the right to consider historic information and fact, whether gained from the proposal, vendor presentations, references, or any other source, in the evaluation of the proposals.

2.9 **Pre-Award Presentations and Negotiations**

1.8.1 As part of the evaluation process, the University may require presentations from the highest ranked proposals.

1.8.2 Prior to award, the University may elect to communicate with the highest ranked vendors submitting a proposal for purposes of:

1. Resolving minor differences and informalities;
2. Clarifying necessary details and responsibilities;
3. Emphasizing important issues and points; or
4. Examining ways to improve any subsequent contract and/or its constituent documents.

2.9 **Additional Information:** The University reserves the right to request additional information or clarification on any matter included in a proposal. The University reserves the right to negotiate with any vendor or vendors to arrive at a final decision.

2.10 **Washburn University Purchasing Consortium/Cooperative Memberships** Washburn University is a member of E&I, Sourcewell, Omnia Partners, Choice Partners, Greenbush, BuyBoard, PACE and GSAdvantage. The University is also eligible to receive pricing available on State of Kansas contracts that indicate 'Yes – All Political Subdivisions'. Vendors/Manufacturers who participate in more than one of these should quote the lowest available contract cost for materials/services. Contact Kathy Pflaum at Kathy.pflaum@washburn.edu for assistance in determining whether you or your supplier is a participating contract/consortium vendor.

2.11 **Bid Security**, consisting of a bid bond of 5% of the full amount of the Bid will be required for any bid over \$40,000. Bid security shall be made payable, without condition, to Washburn University, Topeka, Kansas, Attn: Luther Lee, Vice President for Administration and Treasurer, as a guarantee that the Bidder, if awarded the contract, will promptly execute a contract in accordance with the Bid Form and Contract Documents, and will furnish surety bonds for faithful performance of the work. Bid security will be retained until the contract is awarded or other disposition is made.

(CASHIER'S CHECK and/or MONEY ORDERS shall NOT be an acceptable substitute)

Bid security may be forfeited as liquidated damages for all costs, delay, and other expenses created if the successful bidder fails to execute the contract and furnish bonds as requested by this document.

2.12 **Bonds:** Within seven (7) calendar days of the notification of intent of Washburn University to issue a contract, the selected Bidder shall furnish the following:

- 1) A Performance Payment bond in the amount of 100% of the contract price when contract exceeds \$40,000.
- 2) A Statutory Payment Bond in the amount of 100% of the contract price when contract exceeds \$40,000.

Furnish bonds of the same format as sample forms included herein and with sureties as approved by the University, and as authorized to transact business in Kansas. Deliver to the University Director of Purchasing one copy of the Performance Bond.

Contractor shall file the Statutory Bond and pay fee to the Clerk of the District Court Shawnee County and deliver to the Director of Purchasing one copy of Statutory Bond stamped to indicate that the bond has been approved and filed with the Clerk of the District Court.

- 2.13 **Permits:** Contractor shall be familiar with local conditions under which work is to be performed, including pertinent state and local codes and the conditions of labor and material markets. Contractor shall be responsible for obtaining all necessary building permits from the City of Topeka, and shall include the cost of the permits in the bid.
- 2.14 **New Vendor:** Please submit a W-9 with your proposal if you are a new vendor. You can find this form at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

Section 3. Scope of Services Requested

Washburn University is seeking a design-build contractor to provide a methodology for freeze protection of the water piping located in the baseball and softball field restrooms, press boxes, and concessions on the main campus.

Currently, the Softball concession stand building and the Baseball concession stand building and dugouts have minimal or no heating. During winter months, the water pipes can freeze and break due to cold weather if not fully drained and winterized. Washburn has practices and games that start as early as February each year, and we desire to have full use of the restroom facilities during those times. Washburn desires to monitor and control (as applicable) the temperatures and system with our Trane BAS bacnet system.

REQUIREMENTS OF VENDOR:

- 3.1 Contractors must attend the mandatory pre-bid meeting to review the spaces.
- 3.2 For the bid, the contractor will develop and present in the bid a concept level design of how to provide a solution for the areas of pipes in both the baseball and softball field restrooms.
- Contractor to provide enough detailed design that Washburn can evaluate the design concept for an appropriate solution. Washburn is open to ideas and designs that provide excellent solutions at a competitive price.
 - Preference of the outcome is to have monitoring and control (as applicable) the temperatures and system with our Trane BAS bacnet system.

- Fixed pricing for the solution recommended by contractor is required.
- Recommended work completion is by November 1, 2024.

COST PROPOSAL

Vendor Name:

Base Proposal:

_____ Dollars, (\$ _____)
(above to be written out)

SIGNATURE SHEET

The below stated Vendor submits a proposal for Services in accordance with the terms, conditions, and requirements stated herein. The Vendor hereby certifies it does not have any substantial conflict of interest sufficient to influence the bidding process on this proposal. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

The Vendor submitting this bid and any person associated with this Vendor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal, state or local funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a criminal or civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

A detailed response for any item in which the vendor has a positive answer must be included in 'Exceptions to the RFP, if any' and may be marked confidential.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1 (___) #2 (___) #3 (___) None (___)

Legal Name of Person, Firm or Corporation _____

Telephone _____ Fax _____

E-Mail _____

Mailing Address _____

City & State _____ Zip Code _____

FEIN Number _____

Signature _____ Date _____

Typed Name of Signature _____

Title _____

PROFESSIONAL REFERENCES

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email: _____

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email: _____

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email: _____

SECTION 4.0 TERMS AND CONDITIONS

- 4.1 **Right to Reject Proposals:** Washburn University reserves the right to reject any or all proposals submitted and waive any formality, informality, or irregularity in any proposal received.
- 4.2 **Compliance with Laws:** The vendor shall comply with any and all applicable federal, state and/or local laws, regulations, ordinances, rules and orders of appropriate governmental authorities, including without limitation, those relating to payment of taxes, obtaining licenses and securing permits.
- 4.3 **Compliance Of Construction Site Waste:** Contractor MUST comply with All Federal, State, and local laws or regulations applicable to the management of all waste disposal. All waste removed for abatement MUST be disposed of at a state and federally approved waste site for accepting hazardous materials. All non-hazardous waste must be disposed of at a state and if applicable, federally, approved site for accepting non-hazardous waste materials. Certificates from waste sites must be copied to Washburn University upon disposal of waste. Contractor is responsible for any damage or liability caused by incorrect disposal or improper dumping of waste, both hazardous and non-hazardous, from the job site.
- 4.4 **Award of Contract:** Any award of contract and/or purchase order resulting from this Request for Proposal will be made in accordance with the following:
- 4.4.1 Evidence of the experience, qualifications and financial responsibility of each vendor and the time of completion are all acceptable to the University.
 - 4.4.2 The award of a contract will be made on the basis of the best, qualified, and responsive proposal as determined by the University, and not necessarily the lowest price proposal. The University may reject for consideration any proposal not prepared and submitted in accordance with the provisions herein; and hereby reserves the right to waive any informalities in, or to reject any or all proposals which, in the opinion of the University, will best serve the interest of the University.
 - 4.4.3 No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.
- 4.5 **Contract Documents:** The response to this Request for Proposal (RFP) will be considered as an offer to contract. After final negotiations, any award of contract

and/or purchase order resulting from this Request for Proposal will consist of the following:

- 4.5.1 The RFP and any addenda to the RFP;
- 4.5.2 The provisions of the vendor's RFP response that conform to and are consistent with the University's RFP; and;
- 4.5.3 Washburn University Purchase Order
- 4.5.4 Any changes must be agreed to in writing by both parties prior to executing any change.

4.6 **Force Majeure:** The vendor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the vendor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by vendor's employees, and freight embargoes, etc.

4.7 **Indemnification and Institutional Requirements:**

- 4.7.1 The successful vendor shall agree to indemnify, defend and hold harmless Washburn University and their respective officers, officials, consultants, agents and employees from any liability for damages or claims for damages to the extent arising from personal injury, including unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract and/or property damage caused by acts alleged to be negligent in performance of any services pursuant to this Agreement by the successful vendor or the vendor's contractors, subcontractors, agents or employees under this Agreement.
- 4.7.2 **Contract Law:** Any contract and/or purchase order(s) resulting from this RFP will be subject to the laws of the State of Kansas and all other applicable statutes. The total contract and/or purchase order(s) will include only the negotiated and executed contract and/or purchase order(s) and this RFP.
- 4.7.3 **Contract Assignment:** No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the services may be sublet, subcontracted, or otherwise assigned by the vendor without the prior written consent of the University.
- 4.7.4 **Contract Cancellation:** The University reserves the right to cancel the contract if:
 - (1) The quality of goods and/or services does not meet the specifications or needs of the University as specified.
 - (2) delivery requirements, if any, cannot be guaranteed.

(3) any other terms of the Request for Proposal are not met.

- 4.8 **Conflict of Interest:** The Vendor shall not knowingly employ, during the period of his contract or any extensions to it, any professional personnel who are also in the employ of Washburn University and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the vendor shall not knowingly employ, during the period of this contract or any extensions to it, any Washburn University employee who has participated in the making of this contract until at least two years after his/her termination of employment with Washburn University.
- 4.9 **Nondiscrimination and Workplace Safety:** The Vendor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 4.10 **INSURANCE:** The vendor shall maintain adequate liability insurance to protect the University and the general public against any loss, damage, and/or damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, worker's compensation, professional liability, etc. Written evidence of the insurance coverage shall be provided to the University on Acord form 25.
- A. Worker's Compensation with present limit of at least \$1,000,000.
 - B. Employers Liability, with a minimum of \$1,000,000 limit of liability per occurrence.
 - C. Commercial General Liability, including contractual liability coverage, with the following minimum limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property damage, Personal and Advertising injury, \$2,000,000 General Aggregate and,
 - D. Professional Liability in the minimum of \$1,000,000 per claim

All required insurance coverage hereunder, must be written by an insurance Company authorized by the state in which the Project is located to provide such insurance coverage in such state and approved by Owner, and must be written under either standard form approved by the Department of Insurance of the state in which the Project is located or policies in form and content satisfactory to Owner. Carrier shall have an AM Best rating of A or better. Any certifications requested and provided shall contain a provision that the coverage offered under the policies shall not be canceled, non-renewed, or materially changed until at least 30 days prior written notice has been given to the University.

- 4.11 **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. The successful vendor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.
- 4.12 **Responsibility of the Vendor:** No consideration will be granted for any alleged misunderstanding of the requirement of the Request for Proposal documents, it being understood that the tender of a proposal carries with it the agreement to all provisions of the proposal documents. All vendors are expected to read the proposal documents and respond in the manner directed. All questions asked herein should be answered and all information requested herein should be supplied.

Before submitting a proposal, all bidders shall satisfy themselves as to the existing conditions under which he/she will be required to operate in performing their work. The bidder is not required to visit the job site prior to submitting a bid. No allowance will be made subsequently in behalf of the Vendor for any errors or negligence on their part.

In cases where work is to be let to subcontractors, the Contractor letting any such work will be held responsible for the proper performance of the work. The bidder is to provide the names and trades for their subcontract bidders to whom they propose to sublet portions of the work and/or warranty. The University reserves the right to approve subcontractors prior to their being hired by the vendor. References for any subcontractors listing their prior works shall also be included in the proposal. Responses to subcontractor references will also be made in the response document as required or necessary. The Contractor will be responsible for the effective coordination and supervision of his subcontractors. The Contractor shall coordinate all activities with the University and subcontractors.

The specifications and Drawings exhibit the intent and purpose of the University regarding the work, and they shall be so considered by the bidders. Accordingly, the bidders admit and agree that they are not complete in every detail and that work and materials not indicated or expressly mentioned in the specifications, but which are manifested necessary for the full and faithful performance of the work in accordance with the true intent, will be included in their proposal and incorporated into the work the same as if indicated and specified. In the case of ambiguity with regard to quantity and/or quality, the bidder shall include in the

proposal the better quality and/or greater quantity and all costs therewith shall be included in the proposal.

The University will not consider a proposal for change of materials which would be inferior to those drawn or specified. The decision of the University in each instance shall be final.

Date of Completion shall be the number of Calendar days as submitted on the Bid Proposal Form by the Contractor added to the Notice to Proceed or Earliest Starting Date as determined by the Project Coordinator, whichever comes last.

The bidder shall be responsible for all scheduling and coordination of all activities and contracts. The bidder shall keep the Project Coordinator informed of all such scheduling. The Contractor shall maintain a superintendent/foreman on the premises at all times while installation/assembly is in progress by the contractor or contractor's subcontractors.

- 4.13 **Payments:** Parties to the contract will be Washburn University and the vendor. Invoices for all services and reimbursable expenses will be submitted to the Washburn Board of Regents on a monthly basis for approval by the Board President. Approved payments will be subsequently made by Washburn University in accordance with the contract.

Payment Terms are NET 30.

- 4.14 **Taxes:** The University is exempt from federal and state taxes including sales, excise and transportation taxes.

- 4.15 **Shipping Terms:** All items awarded shall be provided F.O.B. Destination as specified herein. This shall include unloading, inside delivery and unpacking.

- 4.16 **Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee, officer, or Board of Regents member at any time.

- 4.17 **Notification of Award:** An award is made on execution of a written contract or purchase order. Only the University is authorized to issue news releases relating to this Request for Proposal, its evaluation, award and/or performance of the contract.

- 4.16 **No Liens:** Vendor shall keep the University free and clear of any and all liens asserted by any person or organization for any reason arising out of or as a result of the furnishing of goods and/or services by the vendor or by a third party.
- 4.18 **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.
- 4.19 **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the University is a party.
- 4.20 **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Director of Purchasing if any specification, language or other requirement inadvertently restricts or limits proposals to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the request for proposal closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.
- 4.21 **Acceptance:** No contract provision or use of items by the University shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
- 4.22 **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. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

If the Vendor shall fail, refuse and/or neglect to comply with the terms found herein, such failure shall be deemed a total breach of the contract and contract may be terminated, canceled, or suspended, in whole or in part. If the contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the University on account of such termination, cancellation or suspension or declaration of ineligibility.

4.23 **Disclosure of Proposal Content:**

Kansas Open Records Act

All proposals become the property of Washburn University. In providing a proposal to the Washburn University Board of Regents, the vendor attests to an understanding that the Kansas Open Records Act, K.S.A. 45-215 *et seq.*, applies to the documents provided by the vendor, and thus pursuant to K.S.A. 45-221(a)(28) all such documents will become publicly available if requested, once a bid has been accepted or all bids rejected.

No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Washburn University Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

4.24 **Inspection:** The University reserves the right to reject, on arrival at destination, any items which do not conform to the specifications of this Request.

4.25 **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Kathy Pflaum , Director of Purchasing
RFP #24064
Morgan Hall Room 214A
1700 SW College Ave
Topeka, KS 66621
Kathy.pflaum@washburn.edu

- 4.26 **Data Security:** In the performance of this contract, the vendor will become a holder of and have access to private data on individuals. In performance of the contract, the vendor agrees it will comply with all applicable state and federal laws and regulations relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by confidentiality laws and that it will establish procedures for safeguarding the information.

Upon selection for a contract, the vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor while executing this contract.

The vendor shall not use the names, home address, phone numbers, or any other information obtained by implementation or execution of this contract about employees, citizens, vendors or other information for any purpose other than the performance of this contract.

All Washburn University information or data is considered confidential. Vendor agrees to return any or all information or data furnished by the University promptly at the request of the Board or University, in whatever form it is maintained by vendor. Upon termination or expiration of this contract, the vendor and each of the persons and entities working for the vendor shall destroy or return all requested data, electronic information, written, or descriptive materials or any related matter of any type including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such confidential information.

- 4.27 **Compliance with Laws, Ordinances, Codes and Standards:** All work shall be accomplished in strict conformity with all laws and ordinances applying to the operations under this contract, including the latest rules and regulations of all municipal and public authorities having jurisdiction. Installation shall also meet the standard requirements of National Electrical Code (NEC), NFPA Life Safety Code and Occupational Safety and Health Administration (OSHA-Federal and

State) and local ordinances. The Contractor will be held to complete all work necessary and to provide all equipment required to comply with the foregoing without extra compensation.

If the Contractor observes that the drawings and specifications are in variance therewith, he shall promptly notify the Washburn Purchasing Director in writing and any necessary changes will be adjusted as provided for in the Contract for changes in work. If the Contractor performs any work knowing that it is contrary to such laws, ordinances, or building codes, he shall bear all cost arising therefrom.

- 4.28 **Exceptions:** As part of the proposal response, vendors shall indicate any part of the proposal document with which they take exception. Any exceptions taken should be outlined in their response with cross reference to the portion or section of the proposal document with which the exception is being taken.

VENDOR RESPONSE CHECKLIST

The following checklist is provided to assist bidders in ensuring all requirements are met and all required document submissions are included with the bid.

TECHNICAL PROPOSAL

- Bidder Information
- Qualifications & Experience Expressed Clearly
- Point by Point Response to Scope of Work Requirements
- Subcontractor List, if not applicable, please fill out first line saying not applicable
- Preliminary Schedule, where required in the SOW
- References
- Exceptions to RFP Noted as applicable

COST PROPOSAL

- Proposal Pricing Sheet
- Signature Sheet
- Bid Bond
- W-9
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Certificate of Insurance (COI) Acord 25
- Tax Clearance

Bids must be received by email prior to 2:00 PM local time on the closing date to be considered. Bids must be emailed to purchasing@washburn.edu with the Bid Number in the subject line.

NOTE: In order to properly and completely respond to this Request for Proposal, bidders must carefully review all sections and respond as required.