



**REQUEST FOR PROPOSAL RFP 24058
MABEE LIBRARY BOOK MOVE**

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

The purpose of this document is to obtain proposals from qualified and experienced entities to move the book collection of Washburn University Mabee Library from 1800 SW 19th Street to 1731 SW Plass Avenue. The buildings are approximately .75 miles apart (see Appendix A).

Washburn University is seeking a qualified and experienced contractor to move the library book collection from the Mabee Library (to be known as the Current Building) location, 1st and 3rd floor to the Plass location (to be known as the New Building) 1st, 3rd. and 4th floors.

1.2 RFP Details

IMPORTANT DATES:

RFP Issued	April 2, 2024
Walk Through (Required):	April 9, 2024, 11:00 a.m. Meet at the East entrance of Plass (LA-N) and we will conclude at Mabee (MA). See locations on this map .
RFP Inquiry Questions Due	April 12, 2024
Proposal Due Date	April 19, 2024

*Proposals must be received by 2:00 p.m. **April 19, 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 **April 19, 2024, at 2 PM CST:**

Debi Feyh
Buyer
1700 SW College Ave
Morgan 214
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 **April 12, 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 not valid for this RFP.

Submission

Email your proposal to Washburn Purchasing (purchasing@washburn.edu) by 2:00 pm, Central Time on **April 19, 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.
- 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.

2.8 **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 **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

The purpose of this document is to obtain proposals from qualified and experienced entities to move the book collection of Washburn University Mabee Library from 1800 SW 19th Street to 1731 SW Plass Avenue. The buildings are approximately .75 miles apart (see Appendix A).

Washburn University is seeking a qualified and experienced contractor to move the library book collection from the Mabee Library (to be known as the Current Building) location, 1st and 3rd floor to the Plass location (to be known as the New Building) 1st, 3rd and 4th floors.

3.1 REQUIREMENTS OF VENDOR:

- A. Move the Library book collection only, from the first-floor mobile shelving to the third floor of New Building, the third-floor stacks of the Current building to fourth floor of New Building, and a small collection from adjacent to the first-floor mobile shelving to the 1st floor of New Building.
- B. Plass shelving is in place and available for the book move. This library move will take place according to a schedule agreed upon by the University and the successful contractor. The move shall begin July 29, 2024, and be completed no later than Friday August 16, 2024.
- C. Once the move begins the University expects work to continue through completion of the move.
- D. Work is to be performed between 8:00 a.m. and 5:00 p.m. Monday through Friday. Work outside these hours is subject to Library and University review and approval.
- E. The book collection is housed in two (2) locations in the Current Building:
 - a. Primary collection (Third floor, see Appendix B)
 - b. Secondary (First floor, see Appendix C)
 - c. Tertiary (First floor, Appendix C in red)
- F. Collection materials are classified according to the Library of Congress classification scheme.
- G. The Current Building book collection is to be packed and transported to the New Building third and fourth floor and shelved in corresponding locations. In total, it is expected that approximately 18,450 linear feet of material needs to be moved.
- H. There is a loading dock at the Current Building, but there is NOT one available at the New Building.
 - a. Loading at the Current Building will occur at the loading dock at the southeast doors from Receiving, MA-101.
 - b. Unloading at New Building will occur in the parking lot to the South of the building.

- I. Contractor will verify all elevator and points of egress and ingress dimensions described below to their satisfaction prior to proposal submittal. Locations to be reviewed during the mandatory walk-through.
- J. The Current Building has one elevator, it is centrally located and near the receiving/loading area.
 - a. The primary elevator door is approximately 48" wide x 84" high and the cab interior is approximately 61" wide (handrails) x 92" deep x 88" high. Maximum load of 4,000 pounds.
- K. The New Building has two elevators, one in the library and one in the main part of the building.
- L. It is anticipated that the elevator in the library will be the primary elevator used during the move. The primary elevator door is approximately 41" wide x 83" high and the cab interior is approximately 76" wide x 48" deep x 87" high. Maximum load of the primary elevator is 2,500 pounds.
- M. The secondary elevator would serve as a backup. The secondary elevator is accessed through a locked door that is 33" wide when open. The backup elevator door is approximately 41" wide x 83" high and the cab interior is approximately 79" wide x 53" deep x 86" high. Maximum load of the backup elevator is 3,000 pounds.
- N. The primary collection from the first and third floor of the Current Building will be shelved on the fourth floor of the New Building in fixed ranges. (See Appendix D for new location). The Primary collection includes 750 LF from the 1st floor and 16,000 from the 3rd floor of the Current Building. The primary collection is approximately 16,750 linear feet. Aisles between the fixture runs are 33"-36".
- O. The secondary collection from the first-floor mobile shelving of the Current Building will be shelved on the third floor of the New Building. (See Appendix E for the new location). The secondary collection is approximately 1,200 linear feet. Aisles spacing is 34"-39".
- P. The tertiary or Thomas Fox Averill Kansas Studies collection from the first-floor shelving area of the Current Building (shown in red) will be shelved on the 1st floor archive area, corridor 112F. (See Appendix F). The tertiary collection is 500 LF.

3.2 Requirements of Vendor

- A. Contractor has full responsibility for properly estimating the difficulties and the cost of performing the services required to successfully complete the library move and will not be excused from this responsibility for failure to investigate the conditions or become acquainted with all information concerning the services to be performed.
- B. Contractor's proposal will include all costs associated with the work including, but not limited to, labor, material moving equipment, vehicles, protection materials, compensation for any travel, meals, lodging, or incidentals related to attendance in planning sessions.
- C. Contractor will determine to its own satisfaction the accuracy of collection estimates provided by WU Mabee Library, and according to RFP requirements, the labor and equipment necessary to provide a firm price proposal.
- D. Contractor's Project Manager will supervise and administer the actual physical move in cooperation with the following authorized WU Mabee Library personnel: Sean Bird.
- E. Contractor will remove designated books, periodicals, and other materials from their present shelves in the Current Building in existing order from left to right; will place them on book trucks or in containers; will move them to the designated locations in the New Building; and will shelve them in correct classification order, according to a collection layout plan developed by WU Library staff.

- F. Contractor will utilize moving techniques that ensure materials are protected from any immediate or long-term damage.
- G. Contractor will protect surroundings while performing the move, including floors, walls, doors, windows, etc. Damage will be the responsibility of the contractor.
- H. Contractor will review the collection layout plan to confirm space allocations are accurate.
- I. Contractor will provide all supervision, personnel, labor, materials, supplies, and equipment to perform the services described in this RFP in a workmanlike and timely fashion.
- J. Contractor and library contacts will hold one or more pre-move planning meetings between the contract award and the actual move to create a moving plan mutually agreed upon by the library contacts and the contractor.
- K. Contractor may not use Washburn's personnel, materials, supplies, or equipment except as provided in subsequent agreements with WU Library which are mutually satisfactory to both parties.
- L. Contractor must ensure satisfactory oversight of all phases of the Project.
- M. Upon completion of the move and before acceptance and final payment contractor will:
 1. Remove from the sites all equipment, containers, supplies, and debris which Contractor brought to any site. Such removal and disposal will be at Contractor's expense. This will include clean up following completion of the project.
 2. Repair, or arrange with Washburn for repair, any damage caused by contractor to the buildings or their contents, including library materials.
 3. Should Contractor fail to fulfill conditions of this section, Washburn may, after written notice, complete these tasks and will deduct the costs from final payment to contractor.
 4. Final inspection and correction of deficiencies will be completed within 72 hours after contractor has notified WU Mabee Library representatives that the move has been completed, including clean-up.
- N. Contractor will keep premises free of waste materials caused by contractor's work or its employees.
- O. Smoking is not permitted within any Washburn University building and outside only at designated locations.
- P. Washburn reserves the right to require the immediate removal of any of the contractor's staff if their presence is not in the best interest of the project or Washburn.
- Q. Compensation for any travel, meals, lodging, or incidentals related to attendance in planning sessions will be included in the cost proposal.

3.3 Requirements of the Library

- A. The general responsibility of WU Library is to aid and assist the contractor in facilitating the work to be performed under the contract.
- B. WU Library staff will be responsible for the preparation of a collection layout plan showing specific floor layouts and designation of locations for the placement of collections in the New Building. The layout plans will be prepared in written form before the start of the move and will be available for final review by the contractor at least 14 calendar days prior to the commencement of the move.
- C. WU Library will furnish adequate staff for answering questions regarding the removal and placement of the collection and for providing other advice and assistance to contractor as needed.
- D. WU Library will assume responsibility for providing the necessary access to and within both the Current Building and the New Building.

3.4 Submittal Requirements

3.4.1 LIBRARY MOVE EXPERIENCE AND REFERENCES

- 3.4.1.1 Describe the background and experience that demonstrates contractor can provide the required Library move services.
- 3.4.1.2 List and describe experience with moving libraries of similar size and scope.

3.4.2 STAFFING AND PROJECT PLANNING

- 3.4.2.1 List the number of full-time, permanent employees assigned to this library move.
- 3.4.2.2 Provide the experience of these full time, permanent employees.
- 3.4.2.3 Identify the project manager on site, and if this person will be on site daily throughout the work.
- 3.4.2.4. Indicate whether contractor will require local, additional staff to complete the work.
- 3.4.2.5. Indicate whether contractor will contract with any sub-contractor(s) to assist in completion of the work.
- 3.4.2.6 Describe how contractor will provide continuous and efficient supervision during the actual move.
- 3.4.2.7 Describe how the contractor will identify its staff during the move.
- 3.4.2.8 Describe the means and methods to be used for packing and transporting material.
- 3.4.2.9 Describe how the collection will be marked, labeled, organized, and monitored.
- 3.4.2.10 Describe the types of marking supplies that will be used without causing permanent damage to collection materials or shelves.
- 3.4.2.10 The successful contractor will be asked to provide a detailed proposed work plan and timeline for completing the project. Describe the proposed general plan of action in chronological steps. Note methods and materials that will be used in labeling and tagging items to be moved. Attach samples of planning documents used for similar projects. Identify the total amount of time that will be needed to complete the move.

3.4.3 C. PROTECTION AND SECURITY

- 3.4.3.1 Describe the measures that will be used to ensure the safety, security, and protection of the collection, particularly against loss or damage from theft or weather.
- 3.4.3.2 Describe how elevators, carpets, floors, walls, millwork, doorways, windows, etc., will be protected in the current building and the new building to prevent damage to the buildings and their contents.
- 3.4.3.3 Contractor and Library will inspect each work site and jointly note existing conditions prior to starting the work.
- 3.4.3.4 Both work sites will be jointly inspected after all work has been completed and damages, if any, documented.
- 3.4.3.5 Property is considered to be in the custody of the contractor from the time that it is removed from shelves in the Current Building until the time it is placed in its

designated location in the New Building. Contractor will not leave library materials unattended or in unsecured areas. Materials will not be left in any vehicles overnight.

3.5 Project Schedule - Current schedule availability

- A. Begin move (no sooner than): 7/29/2024
- B. Complete move (no later than): 8/16/2024

3.6 Evaluation Criteria

- A. Library move plan: Packing, marking, and tagging methods.
- B. Procedures for assuring protection and security of Library property.
- C. Proposed schedule and length of time for project completion.
- D. Contractor's fulfillment of submittals.
- E. Professional experience of the contractor.

COST PROPOSAL

Vendor Name:

Base Proposal:

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

Yes, we can meet the University schedule to begin not before 7/29/24 and conclude by 8/16/24.

Signed

Date _____

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 **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:
- 4.3.1 Evidence of the experience, qualifications and financial responsibility of each vendor and the time of completion are all acceptable to the University.
 - 4.3.2 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.
 - 4.3.3 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.
- 4.4 **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:
- 4.4.1 The RFP and any addenda to the RFP;
 - 4.4.2 The provisions of the vendor's RFP response that conform to and are consistent with the University's RFP; and;
 - 4.4.3 Washburn University Purchase Order
 - 4.4.4 Any changes must be agreed to in writing by both parties prior to executing any change.
- 4.5 **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.

4.6 **Indemnification and Institutional Requirements:**

- 4.6.1 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.
- 4.6.2 **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.
- 4.6.3 **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.
- 4.6.4 **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.

4.7 **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.

4.8 **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.

4.9 **INSURANCE:** Upon request, the vendor shall present Certificates of Insurance to the Washburn University Director of Purchasing evidencing the following coverage during the performance of services:

- 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, \$1,000,000 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.

4.10 **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.

4.11 **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.

4.12 **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.

- 4.13 **Taxes:** The University is exempt from federal and state taxes including sales, excise, and transportation taxes.
- 4.14 **Shipping Terms:** All items awarded shall be provided F.O.B. Destination as specified herein. This shall include unloading, inside delivery and unpacking.
- 4.15 **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.
- 4.15 **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.
- 4.17 **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.
- 4.18 **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.
- 4.19 **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.
- 4.20 **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.

- 4.21 **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.

- 4.22 **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.

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

Debi Feyh, Buyer
RFP #24058
Morgan Hall Room 214
1700 SW College Ave
Topeka, KS 66621
Deborah.feyh@washburn.edu

- 4.25 **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.

- 4.26 **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.

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
- Preliminary Schedule, where required in the SOW
- References
- Exceptions to RFP Noted as applicable

COST PROPOSAL

- Proposal Pricing Sheet
- Signature Sheet
- 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.