B0001566 ADDENDUM # 1

FROM: Kim Sowell

Campus Box 12

Ph: 316-978-3784

Fax: 316-978-3528

TO: All Bidders

DATE: 10/1/2018

CLOSING DATE: 10/9/2018

SUBJECT: B0001566 Addendum – Strain Gages & Associated Accessories

QUESTIONS AND ANSWERS:

QUESTION – The RFP cover page lists a number of other entities referred to as “The Regents” and seeks to somehow include those in this solicitation. While we would be pleased to supply other groups under the State of Kansas umbrella, the requirements and expectation of those organizations are not visible to us and it would be difficult to make all of the same commitments to them that we can make to WSU/NIAR. May we assume for this RFP that we would have no specific obligations to other parties not explicitly contracting for specific requirements through this procurement vehicle?

ANSWER – The intent is to offer the same contract pricing to any of the Regent Schools based on quantities purchased. Vendors/Contractors/Suppliers RFP response should outline quantities and pricing and if there are any price breaks for larger volume orders. Feel free to add additional price forms along with the “Revised Bid Form” provided in the RFP. Please indicate in your RFP if you will extend these prices to the Regent Schools or not.

QUESTION – Clauses 3.4, 4.8, and 4.22, taken together, suggest that there will be no actual commitment by WSU to procure anything under the agreement. Is that a correct understanding? If so, how is a potential supplier expected to guarantee inventory availability and commit best pricing based on overall volume? Would it be possible in negotiations following the RFP reviews to agree on minimum quantities, lot sizes, time frames, and both supplier and WSU responsibilities for those in order to realistically best meet the NAIR/WSU needs?
ANSWER – The intent for WSU NIAR is to negotiation contract(s). There would be no need to process an RFP if WSU wasn’t intending to purchase a decent amount of products. Vendors/Contractors/Suppliers RFP response should outline minimum quantities and pricing and if there are any price breaks for larger volume orders. The breakdowns of price and quantities should be clearly stated in RFP. Feel free to add additional price forms along with the “Revised Bid Form” provided in RFP. WSU NIAR will communicate regularly with the contracted vendor(s)/contractor(s)/supplier(s) to give best estimates on products and needs. 3.4 - Is to cancel a contract for any reason, standard language for all WSU bids. However, very rarely used and WSU usually only cancels contracts not being used by departments or for poor performance. 4.8 - Relates to very common products that we may have a contract for and receiving the best value using tax payer dollars. For instances, if WSU found paper towels for an extremely cheaper price, we would allow the department to buy off contract if they fill out the required paperwork. If this was to continue, the contract would be cancelled and either rebid or have no contract if purchases were under $10,000. 4.22 - Is a true statement. This contract will be for an indefinite quantity. There were some estimated amounts given on the bid form for the Composites Lab and ASTEC gave a statement with regards to estimated quantities.

QUESTION – Clause 4.25 specifies individual, single-unit pricing. This is not industry-standard and would be impractical for most strain gages.

ANSWER – Clause 4.25 is being removed from the RFP specifications

QUESTION – Are the terms “vendor” and “contractor” throughout the document, sometime capitalized, synonymous and all applicable to the ultimate supplier?

ANSWER – Yes

QUESTION – The Scope statement on the RFP cover page and the Bid Form relate to strain gages and associated accessories which are consumable supplies and not equipment, hardware, systems, labor, a project or a service. Many clauses in the RFP document seem designed for different type of deliverables than those identified as in-scope here. May we assume that 4.1.9, 4.2.3 through 4.2.7, 4.7, 4.9, 4.10, 4.11, 4.12, 4.17, 4.18, 4.19, 4.26 and 4.29 are not applicable in this procurement? If we are incorrect in that assumption, specifically how do they apply?

ANSWER – 4.1.9 applies to any federal funds being used by WSU and remains in RFP specifications. 4.2.3 – REVISED TO READ: number of personnel, full and part-time, assigned to this contract if awarded by function and job title; ie contract manager. 4.2.4 through 4.2.7 has been deleted from RFP specifications. 4.7 – Has been deleted from the RFP specifications. 4.9 – Has been deleted from the RFP specifications. 4.10 – Has been deleted from the RFP specifications. 4.11 – Has been deleted from the RFP specifications. 4.12 – Materials and Workmanship: REVISED TO READ – The Contractor shall perform all labor and furnish all supplies, materials, machinery, equipment, facilities and means, necessary to complete production of products required by this solicitation, in accordance with the provisions as specified. 4.17 – Only applies to the hardware mentioned in the RFP, when ordered by department. Therefore, the manufacturer information is not required to be submitted with the bid.
4.18 – The last sentence of paragraph has been deleted from RFP specifications. “Other products required to make the described software functional shall be identified in the vendor’s response”—The rest of the paragraph is still valid.

4.19 – **Industry Standards:** REVISED TO READ – If not otherwise provided, materials called for in this contract shall be furnished and produced in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply. ie MSDS packet

4.26 – Only applies to the hardware mentioned in the RFP, when ordered by department.

4.29 – Has been deleted from the RFP specifications. Please refer to page 19, item 7 of specifications for warranty information on hardware instruments.

**QUESTION** – May we understand “services” in 4.5 to mean available supply of the strain gages and associated accessories?

**ANSWER** – Yes that is correct.

**QUESTION** – How are we to understand 4.27?

**ANSWER** – Has been deleted from the RFP specifications.

**QUESTION** – In prior contracts, agreement was reached on liability language effectively modifying clause 7 in DA-146a. If successful through this RFP process, may we expect to implement similar language in a resulting contract?

**QUESTION** – Section 3.17: we would like to modify.

**Hold Harmless:** Indemnification:

The Contractor shall indemnify WSU against any and all loss or damage to the extent arising out of the Contractor’s negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

**ANSWER** – Exceptions to any provisions need to be stated in your RFP. Those items will be considered and addressed at the time of any contract negotiations.

**QUESTION** – May we understand the record retention and audit requirements in 3.20 to apply to WSU/NIAR orders, supplier quotations to WSU/NIAR, and related order acknowledgements, packing lists, invoices, and so one, but not to apply to proprietary supplier material and production process details, costs, and other information not dedicated and specific to business with WSU/NIAR? The same question would apply for our parent/affiliate company per 4.1.8.

**ANSWER** – Yes, this verbiage applies only to WSU contracts and related documents.

**QUESTION** – Paragraphs 5, 6, and 7 in the RFP Specifications pages 18 and 19 make reference to hardware (instruments) not defined as in-scope for this procurement. May we assume that the details of the needs and expectations and related commitment could be more fully defined in post-RFP contract negotiations?

**ANSWER** – Yes, WSU NIAR will communicate regularly with the contracted vendor(s) to give best estimates on products and needs for hardware.

**QUESTION** – Section 1.13: What are the taxes relevant to this RFQ (selling gages and accessories) that are applicable? They state that: “WSU is exempt from state sales or use taxes and federal excise taxes for direct purchases”. Are there any other relevant taxes we should take into account? If yes – what is the rate applicable?
ANSWER – WSU is exempt from state sales and use taxes and federal excise taxes for direct purchases. This provision is intended to ensure that the quoted price is not subject to any increases because of any taxes. We have no way of knowing what jurisdictions may ultimately tax these products or the shipment, sale, etc. and, unless otherwise specified by you in the proposal, we are making clear in 1.13 that we will not be responsible for such taxes.

QUESTION – Section 4.11: Our RFP deals with supplying components and not services or any work in their site.
ANSWER – Has been deleted from the RFP specifications.

CLARIFICATIONS TO SPECIFICATIONS:

- The bid form has been revised. Please use the attached “Revised Bid Form” when submitting a RFP to WSU.

NO. OF PAGES (including cover sheet): 5
Bid Responses must be mailed or hand delivered (faxed or emailed responses are not allowed) to WSU Office of Purchasing prior to the bid closing date and time!

Wichita State University
Office of Purchasing
Kim Sowell
1845 Fairmount,
Campus Box 12
Morrison Hall, Room 021
Wichita, KS 67260-0012
Phone: 316-978-3784
### REVISED BID FORM

## NIAR Composites Estimated Annual Usage (EAU)

<table>
<thead>
<tr>
<th>Class / Orientation</th>
<th>Manufacturer ID</th>
<th>≈ Usage / qtr.</th>
<th>Pricing per each</th>
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</thead>
<tbody>
<tr>
<td>Uniaxial – Narrow</td>
<td>CEA-00-250UN-350 (equivalent or better specification)</td>
<td>≤ 500</td>
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<tr>
<td>Uniaxial – STD</td>
<td>CEA-00-250UW-350 (equivalent or better specification)</td>
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<tr>
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<td>EA-00-125TK-350/E (equivalent or better specification)</td>
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</table>

**NIAR ASTEC strain gages used include: (XX equals either 00, 05, 06, or 13)**

<table>
<thead>
<tr>
<th>Class/Orientation</th>
<th>Manufacturer ID</th>
<th>Pricing per each</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td>Axial, Narrow</td>
<td>CEA-XX-250UN-350 (equivalent or better specifications)</td>
<td></td>
</tr>
<tr>
<td>Axial, Wide</td>
<td>CEA-XX-125UW-350 (equivalent or better specifications)</td>
<td></td>
</tr>
<tr>
<td>Axial, Wide</td>
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</tr>
<tr>
<td>Rosette</td>
<td>CEA-XX-125UR-350 (equivalent or better specifications)</td>
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<tr>
<td>Rosette</td>
<td>CEA-XX-250UR-350 (equivalent or better specifications)</td>
<td></td>
</tr>
<tr>
<td>Bi-axial Rosette</td>
<td>CEA-XX-125UT-350 (equivalent or better specifications)</td>
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<td>Fatigue Rated Rosette</td>
<td>WK-XX-125RA-350 (equivalent or better specifications)</td>
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<td>Fatigue Rated Rosette</td>
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<tr>
<td>Fatigue Rated Axial</td>
<td>WK-XX-125AD-350 (equivalent or better specifications)</td>
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<tr>
<td>Fatigue Rated Axial</td>
<td>WK-XX-250BG-350 (equivalent or better specifications)</td>
<td></td>
</tr>
</tbody>
</table>

Other products used include the following, but not limited to:

**ADHESIVES**

M-Bond 200 or 1-Z70  
AE-10 or 1-X280  
M-Bond 610 or 1-EP310S and 1-EP310N  

The NIAR Full Scale Structural Test (ASTEC) groups strain gage usage is not definable on an annual basis. A typical purchase could be up to several hundred gages ($5,000) at the beginning of a two or three year program, and then a few for maintenance of those programs. It is also not normal to have new large programs starting on any annual basis. There are small programs regularly that use 50 to 100 gages, but like the large programs, those are not consistent enough to define on an annual usage.