REQUEST FOR BID
NUMBER: B0001630

THIS IS NOT AN ORDER

BUYER: PURCHASING DEPT
Information:
Kim Sowell

ISSUE DATE: 10/10/2019
DUE DATE: 10/24/2019
DUE TIME: 2:00 P.M. CENTRAL TIME
FAX: 316-978-3528
BUYER PHONE: 316-978-3784
DEPT PHONE: 316-978-3080
EMAIL kim.sowell@wichita.edu

Submit Bid to:
Wichita State University
Office of Purchasing
1845 Fairmount, Campus Box 12
Wichita, KS 67260-0012
Fax: 316-978-3528

User Department Information:
SHIP TO:
Wichita State University
DEPT. DEPT. COLLEGE OF:
NIAR/Composites Department
1845 Fairmount
NIAR BUILDING ROOM 107
Wichita, KS 67260

EMAILED AND FAXED BIDS ARE ACCEPTABLE

Company Name
Address
City, State, Zip
Fax
Phone

Need Delivery By: ASAP
Freight Method: Best Way
Shipping Terms: FOB Dest-Ppy Allow
Payment Terms: Net 30

Please submit your lowest price on the following goods/services:

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<tr>
<th>Item Number</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>EACH</td>
<td>FORKLIFT AS PER ATTACHED SPECIFICATIONS. CLARK C55S OR APPROVED EQUAL MANUFACTURER/MODEL:_________</td>
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Bid to include DELIVERY F.O.B DESTINATION, PREPAID AND ALLOWED, to Wichita State University, NIAR/Composites Department, 1845 Fairmount, NIAR Building, Room 107, Wichita, KS. This means that bidder must include freight as part of the unit pricing.

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

Written questions will be permitted the only official answer or position of WSU will be in writing through an addendum.

Buyer: E-Mail Address: kim.sowell@wichita.edu

Failure to notify the procurement officer of any conflicts or ambiguities in the request may result in items being resolved in the best interest of Wichita State University. Any modification to this request as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum and mailed to all bidders who received the original request from the office of purchasing. Only written communications are binding.

Payment Terms

Unless specified otherwise, Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other...
PROVISIONS FOR PAYMENT ARE AGREED TO IN WRITING BY THE BIDDER AND WICHITA STATE UNIVERSITY. NOTE: IF THE 30TH CALENDAR DAY NOTED ABOVE FALLS ON A SATURDAY, SUNDAY, OR LEGAL HOLIDAY, THE FOLLOWING WORKDAY WILL BECOME THE REQUIRED PAYMENT DATE.

THE STATUTE FURTHER DEFINES THE DATE GOODS OR SERVICES ARE RECEIVED AS THE DATE SUCH GOODS OR SERVICES ARE COMPLETELY DELIVERED AND FINALLY ACCEPTED BY THE STATE AGENCY. THE DATE THE PAYMENT IS MADE BY THE STATE AGENCY IS DEFINED AS THE DATE ON WHICH THE WARRANT OR CHECK FOR SUCH PAYMENT IS DATED, I.E. WARRANT ISSUE DATE.

COMPETITION

THE SPECIFICATIONS/FEATURES WERE WRITTEN WITH THE INTENT OF PERMITTING COMPETITIVE BIDDING. THE OFFICE OF PURCHASING RESERVES THE RIGHT TO WAIVE MINOR DEVIATIONS IN THE SPECIFICATIONS WHICH INADVERTENTLY Restrict BIDDING TO A SINGLE MANUFACTURER (OR VENDOR) OR WHEN SUCH DEVIATIONS DO NOT ALTER NOR DETER THE UNIVERSITY FROM ACCOMPLISHING THE INTENDED USE OR FUNCTION. IT SHALL BE THE BIDDER’S RESPONSIBILITY TO ADVISE THE OFFICE OF PURCHASING IF BIDDER BELIEVES ANY SPECIFICATIONS, LANGUAGE, OTHER REQUIREMENTS, OR ANY NOTIFICATION THEREOF, RESTRICTS OR LIMITS BIDDING TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE OFFICE OF PURCHASING PRIOR TO THE BID CLOSING. FAILURE TO TIMELY NOTIFY THE OFFICE OF PURCHASING OF ANY CONFLICTS OR AMBIGUITIES IN THE REQUEST FOR BID, MAY RESULT IN THE CONFLICTS OR AMBIGUITIES BEING RESOLVED IN THE BEST INTEREST OF THE UNIVERSITY.

BID REQUIREMENTS

1. PLEASE REFER TO THE BID NUMBER ON ALL CORRESPONDENCE.

2. UNLESS OTHERWISE SPECIFIED, ALL MATERIALS, SUPPLIES OR EQUIPMENT OFFERED BY A VENDOR SHALL BE NEW, UNUSED IN ANY REGARD AND OF MOST CURRENT DESIGN. ALL MATERIALS, SUPPLIES AND EQUIPMENT SHALL BE FIRST CLASS IN ALL RESPECTS. SECONDS OR FLAWED ITEMS WILL NOT BE ACCEPTABLE. ALL MATERIALS, SUPPLIES OR EQUIPMENT SHALL BE SUITABLE FOR THEIR INTENDED PURPOSE AND, UNLESS OTHERWISE SPECIFIED, FULLY ASSEMBLED AND READY FOR USE ON DELIVERY.

3. IN ORDER TO RECEIVE CONSIDERATION FOR AWARD, A PROPERLY COMPLETED BID MUST BE RETURNED TO, AND RECEIVED BY, THE OFFICE OF PURCHASING AT WICHITA STATE UNIVERSITY IN PERSON OR BY MAIL NO LATER THAN THE SPECIFIED CLOSING DATE AND TIME. BIDS MUST BE RETURNED WITH PRICES ON THE REQUEST FOR BID FORM FOR BID TO BE CONSIDERED. ADDITIONAL PAGES AND DOCUMENTATION MAY BE INCLUDED AS LONG AS IT DOES NOT ALTER THE TERMS OF THE BID REQUEST.

4. ALL PRICES, TERMS AND CONDITIONS NOT SHOWN AND PRESENTED AFTER THE SPECIFIED CLOSING TIME, WILL NOT BE CONSIDERED IN THE BID EVALUATING PROCESS.

5. BIDS ARE INVITED ON EQUIVALENT BRANDS AND QUALITIES (UNLESS OTHERWISE SPECIFIED), PROVIDED ALTERNATES ARE CLEARLY LISTED AS SUCH. ATTACH OR SEND BY SEPARATE MAIL IF UNABLE TO SEND ELECTRONICALLY, ALL DESCRIPTIVE LITERATURE AND COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED. IF NO ALTERNATE IS STATED, BIDDER WILL BE REQUIRED TO FURNISH ACCORDING TO ORIGINAL SPECIFICATIONS.

6. BIDDER MUST BE ABLE TO SUPPLY ALL MATERIALS AND SERVICES AS QUOTED.

7. THE SELLER AGREES TO PROTECT THE PURCHASER FROM ALL DAMAGE ARISING OUT OF ALLEGED INFRINGEMENTS OF PATENTS.

8. UNLESS OTHERWISE SPECIFIED, THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO ACCEPT OR REJECT ALL OR ANY PART OF THIS BID, WAIVE ANY TECHNICALITIES OF A BID AT ANY TIME PRIOR TO FINAL ACCEPTANCE.

9. BID BOND AND PERFORMANCE GUARANTEE, WHEN REQUIRED, WILL BE OUTLINED IN THE SPECIFICATIONS.

10. ALL PRICES BID ARE TO BE LESS FEDERAL EXCISE AND STATE SALES TAXES.

11. THE OFFICE OF PURCHASING RESERVES THE RIGHT TO AWARD THE PURCHASE IN WHOLE OR IN PART AS DEEMED TO THE BEST INTEREST OF WICHITA STATE UNIVERSITY, UNLESS OTHERWISE STATED IN THIS REQUEST FOR BID.

12. ALL PRICES TO INCLUDE DELIVERY F.O.B DESTINATION, PREPAID, TO WICHITA STATE UNIVERSITY, WICHITA, KANSAS.
   a. TITLE PASSES TO BUYER WHEN GOODS ARRIVE AT BUYER’S LOCATION.
   b. SUPPLIER PAYS FREIGHT CHARGES WHEN GOODS LEAVE HIS/HER DOCK.
   c. SUPPLIER BEARS FREIGHT CHARGES.
   d. SUPPLIER OWNS GOODS IN TRANSIT.
   e. SUPPLIER FILES CLAIMS, IF ANY.
13. **Sexual Harassment and Retaliation Prohibited:** In accordance with Kansas Executive Order 18-04, Wichita State University has policies prohibiting sexual harassment, discrimination, and retaliation. These policies provide for confidentiality and anonymous reporting. To view these policies or to make a report of sexual harassment, discrimination, or retaliation, please visit [http://webs.wichita.edu/inaudit/tablepp.htm](http://webs.wichita.edu/inaudit/tablepp.htm).

**NOTICE**

A copy of the completed bid tabulation sheet may be obtained by enclosing a check for $5.00, payable to Wichita State University, Office of Purchasing and a self-addressed, stamped envelope with your bid. Copies of individual bids may be obtained under the Kansas open records act by calling 316-978-3080. Bid tabulation check enclosed:

YES _____ NO _____

**MODIFICATION OF BID**

A bidder may modify his bid by letter, personal appearance, fax, or email at any time prior to the opening date and time for receipt of the request for bid. The Procurement Officer will be the responsible University official in determining the acceptance of written modification of the bid, which must be submitted by an authorized representative of the bidder. The stamped receipt time of arrival in the office of purchasing will be the determining factor of evidence regarding receipt time. A bid may only be withdrawn by written request from the bidder to the designated procurement officer prior to the bid opening date and time.

**PREPARATION OF BID**

Prices are to be entered in spaces provided on the request for bid. Computations and totals shall be indicated where required. The university has the right to rely on any price quotes provided by the bidder. The bidder shall be responsible for any mathematical error in price quotes. Where deviation exists, the unit price shall prevail.

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

**ACCEPTANCE OR REJECTION**

The Office of Purchasing reserves the right to accept or reject any or all bids, to waive any formalities or technicalities or clarify any ambiguities in bids.

**BY MY SIGNATURE BELOW, I HEREBY CERTIFY THAT I (WE) DO NOT HAVE ANY SUBSTANTIAL CONFLICT OF INTEREST SUFFICIENT TO INFLUENCE THE BIDDING PROCESS ON THIS BID. A CONFLICT OF SUBSTANTIAL INTEREST IS ONE WHICH A REASONABLE PERSON WOULD THINK MIGHT COMPROMISE THE OPEN COMPETITIVE BID PROCESS. I FURTHER CERTIFY AND AGREE THAT I HAVE READ THESE TERMS AND CONDITIONS AND AGREE THAT THESE TERMS SHALL GOVERN ANY SUBSEQUENT AWARD OR PURCHASE ARISING FROM THIS REQUEST FOR BID. I AGREE THAT THE TERMS STATED HEREIN SHALL TAKE PRECEDENCE OVER ANY OTHER TERMS AND CONDITIONS STATED ON MY BID OR INVOICE.**

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If this request for bid is being filled out electronically, please attach an electronic signature if available.

It is hereby agreed that the bidder will comply, if required by law, with the Kansas Act Against Discrimination, K.S.A. 44-1030 et seq.
Specifications for Forklift

1. Load capacity up to or exceeding 11,000 lbs.
2. Height Overhead Guard: minimum of 90”.
3. Able to have the width of the forks up to 69” wide.
4. Outside turning radius should be between 118” - 122”.
5. A minimum travel speed **loaded** of 12 mph.
6. A minimum travel speed **unloaded** of 13 mph.
7. Run on propane with easy remove rack.
8. Maximum width of unit not to exceed 70”.
9. Minimum 70” long tongues, minimum 6” wide and at least 2.25” thick.
10. Must have all hydraulic tongue movement.
11. Must have headlights, front and rear turn signals, rear reverse LED lights and mirrors.
14. Steering wheel spinner knob.
15. Rear handle with horn button.
16. Minimum total tongue height of 14ft.
17. Adjustable up/down and forward/backward vinyl seat with seat belt.
18. Minimum high and low speeds.
19. Must be able to be serviced by a local company in the Wichita area.
20. Minimum warranty of 36 months or more.
21. Maximum width of unit is 56”.

Preferred color is Black and Yellow.

**PLEASE INCLUDE MANUFACTURER SPECIFICATIONS FOR REVIEW TO DETERMINE APPROVED EQUALS.**
Wichita State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed $25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of a vendor’s bid or proposal.

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

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

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

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

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

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

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

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

Information about Tax Registration can be found at the following website:
http://www.ksrevenue.org/forms-btreg.html

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

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

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

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

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

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

____________________________________________   ______________________
Signature, Title of Contractor      date
State of Kansas  
Department of Administration DA-146a  
(Rev. 07-19)  

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor’s standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____________________ 20____.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State’s current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person’s ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to
comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.