REQUEST FOR PROPOSAL (RFP)

RFP Number: B0001641

Date: January 15, 2020

Closing Date: Wednesday, January 29, 2020 @ 2:00 PM

Procurement Officer: Kim Sowell
Telephone: 316-978-3784
E-Mail Address: kim.sowell@wichita.edu

Item: Calibration Services for NIAR ETL Equipment

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

Service Location or "Premises": NIAR ETL Division
3800 S. Oliver
Wichita, KS. 67210

Period of Contract: Date of award through March 31, 2021
With the option to renew automatically for one (1) additional one (1) year period.

Guarantee: No Monetary Guarantee Required

Scope: This Contract shall cover the procurement of Calibration Service for NIAR ETL Equipment the contract period referenced above.

READ THIS REQUEST CAREFULLY

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

RFB Number B0001641 was recently posted to WSU Office of Purchasing Internet website. The document can be downloaded by going to the following website:

www.wichita.edu/purchasing

It shall be the bidder’s responsibility to monitor this website on a regular basis for any changes/addenda.

Questions may be submitted to kim.sowell@wichita.edu if they are submitted no later than the close of business on Wednesday, January 22, 2020. Failure to submit questions for clarification on time may result in those questions not being considered. Bidders should clearly understand that the only official answer or position of WSU will be in writing through an addendum issued.
SIGNATURE SHEET

Item: Calibration Services for NIAR ETL Equipment

Agency: Wichita State University

Closing Date: Wednesday, January 29, 2020 @ 2:00 PM

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

Addenda: The undersigned acknowledges receipt of the following addenda:

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

Legal Name of Person, Firm or Corporation_____________________________________

Toll Free Telephone_________________ Local_________________ Fax_________________ E-Mail________________________________________

Mailing Address______________________________________________________________

City & State_________________________ Zip Code_____________________________

FEIN Number________________________

Signature___________________________ Date______________________________

Typed Name of Signature________________________ Title________________________

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

Address______________________________________________________________________

City & State_________________________ Zip Code______________________________

Toll Free Telephone_________________ Local_________________ Fax_________________ E-Mail________________________________________


TAX CLEARANCE

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

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

To obtain a Tax Clearance Certificate, you must:

- Go to https://www.kdor.ks.gov/apps/taxclearance/Default.aspx 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 and Title of Contractor Date
SECTION I
CONDITIONS TO BIDDING

1.1. Proposal Reference Number: The above-number, B0001641 has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

Kim Sowell
Telephone: 316-978-3084
Facsimile: 316-978-3528
E-mail Address: kim.sowell@wichita.edu
Wichita State University
Office of Purchasing
1845 Fairmount, Campus Box 12
Wichita, KS 67260-0012

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

1. Negotiations,
2. Contract Signing, and
3. As otherwise specified in this Request.

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

1.2. Negotiated Procurement: This is a negotiated procurement. Final evaluation and award is made by the Procurement Negotiation Committee (PNC) or their designeess, which consists of the following:

Director, Office of Purchasing
Kim Sowell, Office of Purchasing
End Users

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

Vendors selected to participate in negotiations may be given an opportunity to submit a best and final offer to the PNC. Prior to a specified cut-off time for best and final offers, vendors may submit revisions to their technical and cost proposals. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

1.4. Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of WSU and will be a matter of public record subsequent to signing of the contract or rejection of all bids.
1.5. **Evaluation of Proposals:** Award shall be made in the best interest of WSU as determined by the Procurement Negotiating Committee or their designees. Consideration may focus toward but is not limited to:

1.5.1. Cost. (cost per piece and overall costs)
1.5.2. Adequacy and completeness of proposal;
1.5.3. Experience in providing like services;
1.5.4. Qualified staff;
1.5.5. Number of personnel, full and part-time, assigned to this contract by function and job title;

1.6. **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

1.7. **Contract:** The successful vendor shall be required to enter into a written contract with WSU. The vendor agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with WSU and is attached to this Request. **If the Contractor will not or cannot comply with any of the terms and conditions contained within this Request for Proposal, it will be their responsibility to make specific mention of conflicting terms in their proposal; otherwise the terms and conditions of this document will prevail.**

1.8. **Contract Documents:** This Request and any amendments and the response and any amendments of the successful vendor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

1.9. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

1.9.1. Form DA-146a;
1.9.2. Written modifications to the executed contract;
1.9.3. Written contract signed by the parties;
1.9.4. This Request including any and all addenda; and
1.9.5. Contractor’s written proposal submitted in response to this request as finalized.

1.10. **Contract Formation:** No contract shall be considered to have been entered into by WSU until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered with the Division of Accounts and Reports; and a written contract, if required, has been signed by the successful vendor.

1.11. **Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of WSU. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

1.12. **Federal, State and Local Taxes - Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. **WSU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor’s price quotations.**

1.13. **Debarment of Contractors.** Any vendor who defaults on delivery as defined in this Request may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the secretary of administration, after consultation with the contracting agency and the attorney general, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The secretary, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the attorney general, remain in effect until after the trial of the suspended person.

1.14  **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.

1.15. **Insurance:** WSU shall not be required to purchase any insurance against loss or damage to any personal property nor shall WSU establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

**SECTION II**

**PROPOSAL INSTRUCTIONS**

2.1. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form if provided herein. Computations and totals shall be indicated where required. The Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals which contain errors.

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

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

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

2.2. **Submission of Proposals:** Vendor’s proposal shall consist of:

Four (4) copies of the Proposal, including literature and other supporting documents;

Please email the pricing spreadsheets to kim.sowell@wichita.edu no later than 2:00 pm CST on 1/29/2020.

Vendor’s proposal, sealed securely in an envelope or other container, shall be received promptly at 2:00 p.m., Central Standard or Daylight Savings Time, whichever is in effect, on Wednesday, January 29, 2020 addressed as follows:

Wichita State University
Office of Purchasing
Proposal # B0001641, Closing: Wednesday, January 29, 2020 @ 2:00 PM
1845 Fairmount, Campus Box 12
Wichita, KS 67260-0012

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Emailed, faxed or telephoned proposals are not acceptable, except the spreadsheets as requested above.

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

2.3. **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. Each proposal shall include the vendor’s social security number or Federal Employer's Identification Number.
2.4. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Office of Purchasing in writing.

2.5. **Modification of Proposals:** A vendor may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

2.6. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Procurement Officer at the Office of Purchasing prior to the closing date.

2.7. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

Wichita State University  
Office of Purchasing  
1845 Fairmount, Campus Box 12  
Wichita, KS 67260-0012

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to belinda.bishop@wichita.edu or calling 316-978-5582 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed, except that no information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

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

**SECTION III**  
**GENERAL PROVISIONS**

**Term of Contract:** The term of this contract is from date of award until March 31, 2021, with the option to renew automatically for one (1) additional one (1) year period.

3.1. **Termination for Cause:** The Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

3.1.1. The Contractor fails to make delivery of goods or services as specified in this contract; or

3.1.2. The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchasing shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as WSU may authorize in writing), the Director of Purchasing shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.2. **Termination for Convenience:** The Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchasing shall determine that the termination is in the best interest of WSU. In the event that the Director of Purchasing elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
3.3. **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:

Wichita State University  
Office of Purchasing, Director of Purchasing  
1845 Fairmount, Campus Box 12  
Wichita, KS 67260-0012

3.4. **Rights and Remedies:** If this contract is terminated, WSU, in addition to any other rights provided for in this contract, may require the Contractor to immediately cease all services being rendered, vacate all property, and return all property, passcodes, equipment or uniforms, where applicable, to WSU in the manner and to the extent directed. WSU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted WSU subject to any offset by WSU for actual damages including loss of federal matching funds.

The rights and remedies of WSU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

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

3.6. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by WSU shall not constitute a waiver.

3.7. **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. As such, Contractor and its employees and agents shall have no right to participate in any employee benefit plan, program or arrangement provided to WSU employees, including, but not limited to, workers compensation benefits, unemployment benefits, health and accident insurance, life insurance, sick leave and/or vacation.

The Contractor 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.

The Contractor is not subject to the direction, control, or supervision of WSU with respect to how it is to perform its duties. The Contractor is solely responsible for the control and supervision of its employees, agents and Contractors that are assigned to provide services to WSU.

3.8. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified subcontractor if authorized) and shall be fully qualified to perform the work required, including passing all required background checks and meeting all work authorization and export compliance requirements. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under this contract, if subcontractors are authorized.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

3.9. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of WSU and who are providing services involving this contract or services similar in nature to the scope of this contract to WSU. Furthermore, the
Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any WSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with WSU.

3.10. **Confidentiality:** With regards to this proposal and contracted calibration services, the Contractor may have access to private or confidential data maintained by WSU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by WSU promptly at the request of WSU in whatever form it is maintained by Contractor. On the termination of expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by WSU, will destroy or render it unreadable.

3.11. **Reviews and Hearings:** The Contractor agrees to advise the Director of Purchasing of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Purchasing. WSU has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

3.12. **Nondiscrimination and Workplace Safety:** The Contractor 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.

3.13. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

3.14. **Hold Harmless:** 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. WSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor’s custody and control, where such loss or destruction is to WSU property. The Contractor shall do nothing to prejudice WSU’s right to recover against third parties for any loss, destruction or damage to WSU property.

3.15. **Care of WSU Property:** The Contractor shall be responsible for the proper care and custody of any WSU-owned personal tangible property and real property furnished for Contractor’s use in connection with the performance of this contract, and Contractor will reimburse WSU for such property’s loss or damage caused by Contractor, normal wear and tear excepted.

3.16. **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 WSU employee at any time.

3.17. **Retention of Records:** With regards to the proposal and calibration services contract, unless WSU specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, WSU personnel; independent auditors acting on behalf of WSU and/or state or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to WSU.

3.18. **Federal, State and Local Taxes Contractor:** WSU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
3.19. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to WSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by WSU pursuant to this contract.

3.20. **Anti-Kickback:** When WSU has reasonable grounds to believe that a violation of the Anti-Kickback Act of 1986 may have occurred, the University shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting department or agency of the United States or the Department of Justice.


The Contracting Officer may (1) offset the amount of kickback against any monies owed by the United States under the prime contract and/or (2) direct that the Prime Contractor withhold from sums owed a contractor under the prime contract the amount of the kickback. The contracting Officer may order that monies withheld under subdivision (1) of this clause be paid over to the United States Government unless the Government has already offset those monies under subdivision (2) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

WSU agrees to incorporate the substance of this clause, including this subparagraph in all subcontracts which exceed $100,000.

3.21. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.22. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of WSU.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of WSU.

3.23. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

3.24. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.25. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application, and the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.26. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Wichita, Sedgwick County, Kansas.

3.27. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Sedgwick County. The United States District Court for the State of Kansas sitting in Wichita, Sedgwick County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which WSU is a party.

3.28. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated by reference and made a part thereof.

3.29. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
3.30. **State Credit Card:** Presently, many State Agencies use a State of Kansas Business Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. Please indicate on the bid signature sheet if you will accept the Business Procurement Card for payment.

3.31. **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Any conviction for a felony criminal offense, or an adverse judgment in a civil case, that involves the actual or threatened harm to the health or safety of an individual must be disclosed. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.32. **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Office of Purchasing 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 Office of Purchasing no later than five (5) business days prior to the bid 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.

3.33. **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of WSU, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

3.34. **Acceptance:** No contract provision or use of items by WSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

3.35. **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.

3.36. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.37. **New Materials Supplies or Equipment:** 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.

3.38. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Wichita State University. The Open Records Act (K.S.A. 45-205 et seq.) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. Wichita State 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 or returned to the bidder.

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. Wichita State University reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Wichita State University does not guarantee protection of any information which is not submitted as required.

3.39. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: “Exceptions”.

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

3.41. **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 WSU 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 vendor and WSU. 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 WSU. The date the payment is made by WSU is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

3.42. **Contract Price:** Local WSU contracts are awarded by the Office of Purchasing to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the **identical item** at a **lower price**, a waiver to “buy off state contract” may be granted by the Office of Purchasing.

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

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

3.45. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

3.46. **Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the vendor’s response.

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

3.48. **Default on Delivery:** Any vendor who defaults on delivery as defined in this Request may, be barred from bidding on any subsequent Request for a period to be determined.
3.49. **Indefinite Quantity Contract:** This Request is for an open-ended contract between a vendor and WSU to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.

3.50. **Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to WSU. Failure to provide available price reductions may result in termination of the contract.

3.51. **Price Adjustments:** On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

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

3.53. **Warranty:** The Contractor shall be responsible for all work put in under these specifications. The Contractor shall make good, at the Contractor's own expense, as may be necessary, any defective work.

3.54. **References:** Provide three (3) references with the bid. References shall have purchased similar services from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employees and WSU shall not be shown as references.

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

3.56. **Experience:** All bidders must have a minimum of three (3) years continuous active participation in the applicable industry as a distinct company, providing services comparable in size and complexity to the services specified. Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract.

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

3.57. **Award:** Award will be by line item or group total, whichever is in the best interest of WSU.

**SECTION IV**

**SPECIAL PROVISIONS**

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

Transmittal letter which includes the following statements:

4.1.1. that the vendor is the prime contractor and identifying all subcontractors;
4.1.2. that the vendor is a corporation or other legal entity;
4.1.3. that no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
4.1.4. that the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
4.1.5. that no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
4.1.6. that the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
4.1.7. that the person signing the proposal is authorized to make decisions as to pricing quoted and has not
participated, and will not participate, in any action contrary to the above statements;

4.1.8. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting WSU and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of WSU;

4.1.9. vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in state payments to contractor; and

4.1.10. That the vendor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

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

- 4.2.1 date established;
- 4.2.2 ownership (public, partnership, subsidiary, etc.);
- 4.2.3 number of personnel, full and part-time, assigned to this contract by function and job title;
- 4.2.4 relationship of the contract and other lines of business;

SECTION V
STATEMENT OF WORK

Scope and Term: This contract is intended to provide for the establishment of contract(s) to furnish Calibration services for Wichita State University NIAR ETL Division equipment located at 3800 S. Oliver, Building, Wichita, KS 67210.

Each group may have different requirements for services that are listed in the specifications. Therefore, WSU may have multiple contracts for calibration services. The attached lists are subject to change as equipment may be added or deleted at any time during the contract year(s). Vendor will collaborate with WSU NIAR ETL &ACFL when adding or deleting equipment/prices.

BIDDING INSTRUCTIONS:

- THERE ARE FOUR COLUMNS ON THE SPREADSHEETS FOR EACH GROUP THAT REQUIRE PRICING (ISO 17025 ACCREDITED CERT, NIST TRACABLE CERT, ON SITE AVAILABLE Y/N, LEAD TIME IF SHIPMENT IS REQUIRED

- VENDORS SHOULD PROVIDE PRICING FOR ALL FOUR COLUMNS.

- OFF-SITE PRICING SHOULD INCLUDE RETURN SHIPPING COST.

- NIAR DEPARTMENTS WILL HANDLE ANY THIRD PARTY CALIBRATIONS.

- VENDORS ARE NOT REQUIRED TO BID ON ALL 15 GROUPS. VENDORS SHOULD ATTACH TO PROPOSAL ONLY THE GROUP SPREADSHEETS THAT THEY INTEND TO BID ON.
• NIAR ETL EQUIPMENT IS ON A BI-ANNUAL ROTAING CALIBRATION CYCLE.

• NIAR ETL DOES NOT GUARANTEE ALL EQUIPMENT IN THIS BID WILL BE CALIBRATED ANNUALLY.

• THE SUCCESSFUL VENDOR WILL BE PROVIDED WITH STAFF CONTACT INFORMATION AT THE TIME OF AWARD

1. Days and Time of Service: All on-site services shall be performed between the normal business hours of the lab 8:00 am and 4:30 pm, Monday – Friday. Work outside these hours may be allowed but shall be coordinated and approved by the Lab Directors.

   Calibrations are not required on official holidays that are listed below.

   The official WSU Holidays include:
   New Year's Day
   Martin Luther King Day
   Memorial Day
   Independence Day
   Labor Day
   Thanksgiving Day and day after
   Christmas Day

   The preceding Friday is observed when the legal holiday falls on Saturday; the following Monday is observed when the holiday falls on Sunday.

2. Employee and Qualifications: All persons employed to perform these services shall be an employee or an authorized subcontractor of the Contractor, well-trained and at least 18 years of age. The Contractor shall pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such employees. Contractor must comply with all federal, state, city and local laws, rules and regulations as it relates to its employees and subcontractors, including, but not limited to, non-discrimination in its policies and practices and compliance with the Immigration Reform and Control Act of 1986. Contractor agrees that it shall make available for inspection to WSU, upon request, its policies and procedures and all I-9 employee forms of employees working at the Premises.
Further, because the services performed by Contractor may provide access to premises that are subject to federal regulatory requirements that control products and/or services for export, including, but not limited to, the Export Administration Regulations ("EAR") and the [International Traffic in Arms Regulations ("ITAR"), all Contractor employees and subcontractors who have access to the premises must, as required by law, regulation, executive order and/or government contract, must meet the requirement of, and show proof of, being a "U.S. Person" (U.S. citizen, lawful permanent resident, or protected individual as defined by 8 U.S.C.1324b (a)(3)), or eligible to obtain U.S. government authorization for this position. All individuals with access to the premises must agree to comply with all security requirements as set forth in this contract.

3. **Insurance:** The successful Contractor will be required to procure and maintain at Contractor’s expense, during the period of agreement, the insurance described in the following subparagraphs. Insurance must be with a company or companies qualified to do business in Kansas, acceptable to WSU and written on the standard approved comprehensive General Liability Policy form. The Contractor must furnish a certificate showing that such insurance is in effect prior to the signing of contract award.

   3.1. All liability insurance policies will name WSU as additional insured with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the negligence or other fault of the Contractor, its agent, representatives, and employees.

   3.2. The Contractor must furnish certificates of insurance to WSU in the following minimum limits prior to execution of an agreement:

   3.2.1. Comprehensive General Liability Insurance. Limits not less than $500,000 for each occurrence involving bodily injury and property damage, a general aggregate of $1 million and products-completed operation aggregate of $1 million. Insurance will include the following coverage: premises operations broad form property damage, completed operations, independent Contractors, and contractual and products liability.

   3.2.2. Comprehensive Automobile Liability Insurance. Limits not less than $500,000 for bodily injury and property damage combined. Insurance will include the following coverage: all owned, non-owned or hired vehicles of the Contractor.

   3.2.3. Worker’s Compensation Insurance as required by Kansas statute.

   3.2.4. Employer’s Liability Insurance in not less than $100,000 bodily injury by accident, each accident; $500,000 bodily injury by disease, policy limit; $100,000 bodily injury by disease, each employee.

   3.2.5. Property Damage in an amount of not less than $500,000 to cover all sums, which the Contractor will legally be liable to pay be reason of liability for damages to or destruction of the University’s property, including the loss of use thereof.

   3.2.6. Employees Dishonesty Bond to be blanket bond with minimum limits of $40,000 per loss.

4. **Indemnification:** The Contractor shall indemnify WSU against any and all claims for injury to or death of any person; for loss or damage to any property; 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. WSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor’s custody and control, where such loss or destruction is to WSU property. The Contractor shall do nothing to prejudice the WSU’s right to recover against third parties for any loss, destruction or damage to WSU property.

5. **Restrictions on Use:** Contractor employees shall be instructed that state property and state employee property is not available for use in any way, unless prior approval is obtained. Additionally, no person or employee family members shall be allowed on the property who is not directly involved in performance of the Calibration services.
6. **Staffing and Methodology**: Bidders shall describe their staffing plan, to include the number of personnel anticipated to be assigned to this job, as well as the number of man-hours anticipated, and the methodology that will be utilized to accomplish required tasks within this RFP. Further, WSU reserves the right to approve/disapprove all employees of the Contractor, as well as the ability to request that any employee be replaced at any time, with or without cause, in the best interest of WSU. Failure of the Contractor to comply with its staffing plan shall constitute a breach of contract.

5. **Security**: The Contractor must obtain written permission from WSU before employing any subcontractors to assist the Contractor in performing the required Calibration services.

All Contract employees will be required to sign in and out daily on a log provided by WSU.

Contractor employees and subcontractors may have access to premises and/or information that are subject to federal regulatory requirements that control products and/or services for export, including, but not limited to, the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). Accordingly all employees of contractors and subcontractors who have access to the premises must, as required by law, regulation, executive order and/or government contract, must meet the requirement of, and show proof of, being a "U.S. Person" (U.S. citizen, lawful permanent resident, or protected individual as defined by 8 U.S.C.1324b (a)(3)), or eligible to obtain U.S. government authorization for this position.

All Contractor employees and any assigned subcontractors that require access to the facility will be subject to a restricted parties screening performed by WSU. Individuals must submit the following information, at a minimum, for the screening:

- Full Name:
- DoB:
- Place of Birth:
- Citizenship(s):
- Address:

A NIAR issued Visitor badge will be issued to all employees where access has been granted to the facility. This badge shall be worn by the employee at all times when within the facility. This badge is also programmed and will be utilized for entry and exit and through the facility. The employee shall not lend their badge to another employee or use their badge to provide entry to another employee and/or individual. Failure to do any of the above may result in removal of the employee’s security clearance and result in removal of the employee.

Furthermore, WSU, at its option and in its sole discretion, may verbally direct the immediate removal of the Contractor or any employees from the subject office space, if deemed to be in the best interest of WSU. Any resumption of the Contractor’s duties will be affected by written communication.

6. **Availability**: Upon request, the Contractor must provide WSU a list of Contractor’s regular established office hours and telephone numbers. Furthermore, Contractor must provide a listing of emergency phone numbers so that a representative of their firm can be available twenty-four (24) hours per day as needed to handle emergencies and/or to receive messages for WSU needs.

7. **Contract Contacts**: WSU and contractor shall, upon award, provide contact names and information to enable efficient communication between both parties.

8. **Materials and Disposal of Trash and Toxic Substances**: All equipment and materials used for the “Calibrations” shall be provided by the Contractor. All equipment must be capable of providing high quality, aviation standard calibration service.
Contractor agrees to dispose of any and all trash at the Premises. Contractor agrees to dispose of any and all toxic or hazardous substances used in the Premises in accordance with federal, state and local statutes and regulations and further agrees to indemnify WSU from any liability resulting therefrom.

9. **Notification:** Contractor shall notify the office or assigned individual of any irregularities noticed while performing services, such as:
   a. When noticed, any irregularities such as, electrical switches or plugs, leaks, internment operation, damage, suspected irregularities, etc.
   b. Supplies needed which are furnished by WSU.

10. **Additional Work:** In addition to the services scheduled outlined in Section 22, there may be a need for additional calibration services. These over and above activities will be coordinated with the contractor and bid separately in writing. The labor rate shall be that as defined in the contractor's proposal for additional work. Any additional equipment and/or supplies shall be identified in the quotation. Authorization for this work will be sent to the contractor by WSU in writing.

11. **Overall Expectations:** It is further specified that the purpose of this agreement is to complete Calibration service resulting uninterrupted service and traceable records. The Contractor shall impress upon employees the idea that the specifications are only a guide. If extra effort is required in any area at any time, it is expected without argument or extra charge.

12. **Contractor Probationary Period:** The first six (6) months of the contract will be considered to be a probationary period for the Contractor. This period will be used by WSU to determine that the Contractor intends to completely fulfill the obligations of this contract.

13. **Quality Control:** The Contractor shall have an established system of Quality Control and Standards traceable to National Standards. The Contractor shall provide copies of their certifications and qualifications to perform the noted Calibrations.

14. **Drugs:** The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance or illegal drug by an employee of the Contractor or approved subcontractor while performing services for WSU or on WSU premises is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides cause for immediate termination of the contract. **No smoking** is allowed in the facility. Any smoking must take place outside the building in the designated areas.

15. **Safety Data Sheets (SDS):** It is the Contractor’s responsibility to comply with all State and Federal Safety regulations. Safety Data Sheets (SDS) will be furnished to WSU upon request for any chemicals used, and any such chemicals are to be stored and disposed in the proper manner as required by law.

16. **Safety:** Safety of everyone within the lab is paramount to WSU. It is important that the Contractor know and understand the potential hazards that may exist within the test labs. The Lab’s replicates extreme environmental conditions of high and low temperatures, high force and pressure, RF energy, high currents and voltages. Coming in close proximity or contact with some of this equipment may result in serious injury including death. When on the premise it is important that the Contractor stay within the designated areas and aisle walkways and in no way shall be unescorted through the lab areas. The Contractor will be given a safety briefing and clear definition of the equipment to be calibrated and the ability to do so safely. It is incumbent upon the Contractor to assure that employees are informed of the potential hazards and the restricted areas. At any time, there is a question regarding Safety, the Contractor is to contact lab personnel for resolution.

17. **Photography:** There shall be no photography inside the buildings or items around the building. Any data taken on personal phones is not allowed and may be subject to criminal or federal prosecution.

18. **Proprietary and ITAR Data:** All data and information about programs, clients, scheduling that may have been provided, seen or overheard including what equipment is being calibrated is considered to
be proprietary data with some or all of the information may be classified under US Military and/or Department of Commerce regulations. The selected supplier will be required to enter into a Non-Disclosure Agreements with WSU/NIAR that is applicable to the company and its employees.

18. **US Military Requirements (ACFL):** Due to the close proximity to the McConnell Air Force Base the following additional requirements are imposed:

- There shall be no photography of the Air Force Base, equipment, planes or operation on the ramp, parking lot or in the buildings towards the base.
- There shall be no incursion beyond the perimeter security fence separating the lab and the base.
- There shall be no access to any portion of the roof of the buildings.
- Any entrance into the restricted area is controlled by the Base through ACFL representatives.
- Due to adjacent Aircraft operations and the probability of Foreign Object Damage (FOD) to US Military Aircraft any trash or debris that could be ingested into an aircraft engine must be eliminated. Extreme care is required when emptying trash and securing trash receptacles.

Note: The perimeter of the base, ramp areas and our parking lot is under base surveillance. Internal spaces in the lab are monitored by video cameras.

19. **Tasks and Schedule** – This section provides tasks and schedule for the Calibrations.

I. Calibrations shall be performed on site to the maximum extent possible. The contractor shall indicate on the spreadsheet which calibrations will be performed on site, at their Depot and which items they are not capable of calibrating and the equipment must be sent to the OEM. The attached lists are subject to change as equipment may be added or deleted at any time during the contract year(s).

II. General
   A. A calibration sticker shall be placed on each piece of equipment calibrated.
   B. Identify cost if any for Calibration/Certification data that could be requested.
   C. A calibration sheet shall be provided (or made available upon request within 24 hrs of the request)
   D. Records of calibration shall be maintained for at least 5 years of the date of calibration

20. **Special Services** – From time to time WSU may require additional services above and beyond the normal scope of regularly scheduled services. These tasks shall be requested and scheduled by the Lab director. The contractor shall bid these activities separately

   I. Special Calibration – From time to time a piece of equipment may fall out of the normal calibration cycle and then need a special effort for the calibration.
      A. List the price to make a one day on site calibration effort

If a piece of equipment is not capable of achieving calibration, due to wear, malfunction or other, the Contractor shall provide an estimate for repair of the equipment if they can provide this service.

21. **Additional Specifications**

- WSU - NIAR completes its equipment calibration in cycles. WSU -NIAR reserves the right to not calibrate all equipment yearly.
- WSU - NIAR would like any volume discounts listed.
- As equipment of the same model is added, WSU-NIAR would like to add equipment to the list at the same cost as other models
- Please provide expedite policy for each type of equipment
- If equipment will be sent to outside vendors to complete the accreditation, please specify.
• Please provide the cost of the full A2LA ISO 17025 accreditation, please specify available calibration level
• Please specify what equipment can be calibrated on-site vs sent into the supplier.

The vendor shall use the spreadsheets to provide the cost per calibration for each item they can calibrate in the noted Price Column. If Calibration with data is an additional charge, then those costs shall be identified. Equipment the vendor is not capable of calibrating shall be identified with a N/A in the cost column.

**Equipment Location:** 3800 S. Oliver, Bldg., Wichita, KS 67210

I. On site Calibrations shall be performed every six months with approximately ½ of the equipment calibrated during each visit. **NOTE: Bid form spreadsheet contains 15 tabs with equipment that require pricing.**

II. Refer to spreadsheet for calibration equipment information.

**Special Services:** These services are for tasks requested by WSU and completed by the Contractor over and above those indicated in the RFP (section 20). Only tasks that have been requested and pre-approved by WSU shall be paid under these rates. Give a minimum number (if required) of equipment for serviced in order to constitute a special service.

**Special Calibration**

$ ____________ per occurrence

**************************************************************************************************************

**REFERENCES**

1. NAME: ___________________________
   COMPANY: ___________________________
   ADDRESS: ___________________________
   TELEPHONE: _________________________
   E-mail: ______________________________

2. NAME: ___________________________
   COMPANY: ___________________________
   ADDRESS: ___________________________
   TELEPHONE: _________________________
   E-mail: ______________________________

3. NAME: ___________________________
   COMPANY: ___________________________
   ADDRESS: ___________________________
   TELEPHONE: _________________________
   E-mail: ______________________________