

**REQUEST FOR BID
NUMBER: B001845**



**WICHITA STATE
UNIVERSITY**

THIS IS NOT AN ORDER

BUYER:	PURCHASING DEPT INFORMATION:	SUBMIT BID TO: WICHITA STATE UNIVERSITY OFFICE OF PURCHASING 1845 FAIRMOUNT, CAMPUS BOX 38 WICHITA, KS 67260-0038 FAX: 316-978-3528	USER DEPARTMENT INFORMATION:
	ROBBY MURRAY		SHIP TO: WICHITA STATE UNIVERSITY
ISSUE DATE:	02/01/24		<input type="checkbox"/> DEPT <input type="checkbox"/> COLLEGE OF:
DUE DATE:	02/15/24		WICHITA STATE ROWING
DUE TIME:	2:00 P.M.		1845 FAIRMOUNT
FAX:	316-978-3528		WICHITA, KS 67260
BUYER PHONE:	316-978-5185		
DEPT PHONE:	316-978-3080		
EMAIL	purchasing.office@wichita.edu		

BIDS ARE TO BE EMAILED TO BUYER

COMPANY NAME		NEED DELIVERY BY:	ASAP
ADDRESS		FREIGHT METHOD	BEST WAY
CITY, STATE, ZIP		SHIPPING TERMS:	FOB Dest-Ppy Allow
FAX		PAYMENT TERMS	NET 30
PHONE			

PLEASE SUBMIT YOUR LOWEST PRICE ON THE FOLLOWING GOODS/SERVICES:

ITEM NUMBER	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LOT	WICHITA STATE ROWING TO COMPETE IN THE 2024 SIRA CHAMPIONSHIPS REGATTA	\$	\$

Destination: 697 Melton Lake Drive; Oak Ridge, TN

Date: April 18th -22nd, 2024

Estimate of times:

- 18th 5:00 p.m. depart WSU Boathouse in Wichita Athlete pick up on McLean Blvd parking.
- 19th 8:30 a.m. Arrive in Oak Ridge, TN for breakfast, rigging, and practice – lunch on-site.
- 19th 1:30 p.m. – afternoon practice
- 19th 4:00 pm Depart and check into the hotel, Motel 6 495 Gallaher Rd, Kingston, TN 37763
- 19th Dinner at the hotel.
- 20th 6:30 a.m. Depart the hotel for the racecourse.
- 20th 8:00 a.m. Regatta starts lunch on site.
- 20th 6:00 p.m. Depart racecourse.
- 20th 7:00 p.m. Dinner at the hotel.
- 21st 6:30 a.m. Depart for the racecourse, on-site all day.
- 21st Lunch on site
- 21st Depart from the racecourse after the regatta, estimate 4:00 p.m. Dinner on the return trip back to Wichita. Straight drive return trip to Wichita.
- 22nd Arrive back in Wichita.

Bus Specifications

Capacity:	Minimum of 45 passengers
Drivers:	Adequate drivers for non-stop travel to and from destination
Notes:	30 miles of in-town mileage per day, bathroom, DVD Player, AC
Special Notes:	Any additional charges MUST be included in the response and itemized. The response is to show both options with and without driver lodging expenses included.

GENERAL BUS TRIP SPECIFICATIONS

- BUS COMPANY SHALL INCLUDE ADEQUATE DRIVER(S) PER D.O.T. REGULATIONS FOR NON-STOP TRAVEL TO AND FROM DESTINATION.
- BUS SHALL HAVE THE CAPACITY FOR A MINIMUM OF 45 PASSENGERS, HEATING/AIR CONDITIONED, LUGGAGE STORAGE AND RESTROOM EQUIPPED.
- TRAVEL COMPANY QUOTATION/BID MUST INCLUDE ALL COSTS TO WICHITA STATE UNIVERSITY [INCLUDING DRIVER(S)] ACCOMMODATIONS AND ANY ADDITIONAL CHARGES.
- THERE SHALL BE ADEQUATE DRIVERS FOR NON-STOP TRAVEL TO AND FROM DESTINATION(S).
- TRAVEL COMPANY SHALL PROVIDE DRIVER (WITH CDL LICENSE IN POSSESSION) AND MUST BE IN COMPLETE COMPLIANCE WITH ALL (D.O.T.) REGULATIONS INCLUDING ALLOWED HOURS FOR DRIVER TO BE ON THE ROAD AS PER DOT REGULATIONS). MUST INCLUDE ALL DOT REQUIRED INSURANCE INCLUDING LIABILITY INSURANCE AND CURRENT CERTIFICATES OF TRAINING.
- TRAVEL COMPANY WILL MAINTAIN CASUALTY INSURANCE ON ITS VEHICLE(S).
- CLAIMS AGAINST WICHITA STATE UNIVERSITY ARE SUBJECT TO THE KANSAS TORT CLAIMS ACT. (K.S.A. 75-6101, ET SEQ.).
- THE PROVISIONS FOUND IN CONTRACTUAL PROVISIONS ATTACHMENT (FORM CB-01 CHARTER BUS SVCS – WSU (08/23), WHICH IS ATTACHED HERETO, ARE HEREBY INCORPORATED IN THIS BID AND MADE A PART THEREOF.

All prices to include DELIVERY F.O.B DESTINATION, PREPAID AND ALLOWED, to Wichita State University, Wichita KS 67260 This means that bidder must include freight as part of the line-item 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. QUESTIONS MUST BE SUBMITTED NO LATER THAN END OF THE BUSINESS 5:00 PM CENTRAL STANDARD TIME 02/05/24

Buyer: E-Mail Address: robby.murray@wichita.edu

The undersigned acknowledges receipt of the following addenda to this Request for Bid:

 #1 #2 #3 #4 #5

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.

Bids for items other than exactly as specified must be approved by the end-user. Products delivered, which have deviations not listed on the request for bid or approved in advance by the end-user will be rejected and the order will be cancelled.

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 E-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>.

INCORPORATION AND PRECEDENCE OF TERMS

THE WORK PERFORMED OR PURCHASES MADE PURSUANT TO THIS REQUEST FOR BID IS A SUBCONTRACT FOR COMMERCIAL ITEMS AND/OR SERVICES (AS DEFINED IN THE FEDERAL ACQUISITION REGULATIONS ("FAR" (FAR 52.202-1, DEFINITIONS)) UNDER A SPECIFIC GOVERNMENT PRIME CONTRACT THAT INVOKES FAR 52.244-6 AND THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT ("DFARS") 252.244-7000, AND REGULATIONS ARE INCORPORATED HEREIN BY REFERENCE.

NOTICE

A COPY OF THE COMPLETED BID TABULATION SHEET MAY BE OBTAINED BY EMAILING THE BUYER. COPIES OF INDIVIDUAL BIDS MAY BE OBTAINED UNDER THE KANSAS OPEN RECORDS ACT SENDING AN EMAIL TO GENERAL.COUNSEL@WICHITA.EDU OR BY SUBMITTING AN OPEN RECORDS REQUEST AT [HTTPS://OPENRECORDS.WICHITA.EDU/FILE-A-REQUEST/](https://openrecords.wichita.edu/file-a-request/). ONCE YOUR REQUEST IS RECEIVED, YOU WILL BE PROVIDED AN ESTIMATE OF THE COST TO REPRODUCE THE DOCUMENTS. UPON RECEIPT OF THAT AMOUNT, THE DOCUMENTS WILL BE TRANSMITTED TO YOU ELECTRONICALLY.

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.

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. THE PROVISIONS FOUND IN THE CONTRACTUAL PROVISIONS ATTACHMENT (DA-146A), WHICH ARE INCORPORATED BY REFERENCE, ARE ATTACHED AND MADE A PART OF THIS CONTRACT. 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.

TAXPAYER ID NO. _____ PAYMENT TERMS: _____ CAN DELIVER BY _____ EMAIL ADDRESS _____	NAME _____ TITLE _____ SIGNATURE _____ PHONE # _____ DATE _____ FAX # _____ IF THIS REQUEST FOR BID IS BEING FILLED OUT ELECTRONICALLY, PLEASE ATTACH AN ELECTRONIC SIGNATURE IF AVAILABLE.
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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.



**WICHITA STATE UNIVERSITY
CHARTER BUS SERVICES STANDARD TERMS AND CONDITIONS**

The Wichita State University (WSU) Charter Bus Services Standard Terms and Conditions identified herein (“WSU Terms”) shall govern Provider’s provision of Charter Bus Services (“Services”). To the extent that these WSU Terms conflict with any terms or conditions governing Provider’s provision of Services, it is expressly agreed that the terms of each and every provision in these WSU Terms shall prevail and control over the terms of any other conflicting provision in any other document relating to the provision of these Services. The WSU Terms herein may NOT be altered, supplemented, or amended by the use of any additional document(s). WSU is purchasing these Services on the basis of Provider’s acceptance of these WSU Terms.

Provider warrants as follows:

1. That Provider will provide a trained, licensed, and fully insured professional driver to carry out the Services. Provider shall maintain a record of each driver’s CDL number and be able to show proof that each driver is properly licensed.
2. That Provider shall comply with all Federal, State, and Local laws, regulations, and ordinances governing the Services.
3. That all buses and equipment necessary to fulfill the Services are in good working order with no safety defects at the time of departure and conform to proper standards of industry.
4. That in the event of mechanical breakdown, or accident, Provider shall be responsible to timely provide substitute buses or to subcontract with another approved provider, if necessary, to complete its obligation.
5. That Provider maintains insurance in the following amounts:
 - a. Comprehensive General Liability Insurance with bodily injury and property damage limits of not less than \$1,000,000 per occurrence.
 - b. Automobile Liability Insurance of not less than \$1,000,000 per occurrence for common carrier to provide in-state transportation services or \$5,000,000 per occurrence for Interstate Commerce Commission (ICC) carrier to provide out of state transportation.
 - c. Workers’ Compensation in amounts as required by Kansas law.
6. 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 Provider, its agents, representatives, and employees. Provider must furnish certificates of insurance to WSU in the limits set forth above following minimum limits prior to execution of an agreement.
7. Under no circumstances shall WSU’S use of Provider to perform the Services be construed or interpreted as an exclusive dealing agreement. WSU is free at any time to contract for similar services with any other party, or to perform such Services itself.
8. Neither WSU nor Provider shall be deemed to be in default of any term of these WSU Terms or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other events beyond a party’s reasonable control.
9. Provider shall indemnify and hold harmless WSU against any and all loss or damage to the extent arising out of Provider’s performance of Services or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work hereunder.
10. WSU shall not be precluded from receiving the benefits of any policy coverage or proceeds that an insurance company may carry which provides for indemnification for any loss or damage to property in Provider’s custody and control, where such loss or destruction is to WSU property. Provider shall do nothing to prejudice WSU’s right(s) to recover against third parties for any loss, destruction or damage to WSU property.
11. No provision of this Agreement will be given effect that attempts to require WSU to defend, hold harmless, or indemnify Provider or any contractor or third party for any acts or omissions. The liability of WSU is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
12. 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 <https://www.wichita.edu/about/policy/index.php>.
13. The provisions found in the Contractual Provisions Attachment, as amended from time to time by WSU that are available here are hereby incorporated and made a part of this Agreement by reference herein. For purposes of the Contractual Provisions Attachment, “Contractor” shall mean “Provider.”