INVITATION FOR BID (IFB)

RFB Number: B0001622
Date Mailed: August 27, 2019
Closing Date: September 30, 2:00 PM
Procurement Officer: Steve White
Telephone: 316-978-3782
E-Mail Address: steven.white@wichita.edu
Website: www.wichita.edu/purchasing

Item: Lowe Auditorium Stage Curtains

Wichita State University
1845 Fairmount St.
Wichita, KS 67260

Period of Contract: Date of Award through successful installation

Scope: This Contract shall cover the procurement of Replacement Stage Curtains for Wichita State University, Hughes Metropolitan Complex, Roger D. Lowe Auditorium (WSU), Wichita, Kansas, during 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. Return in a sealed envelope or other container only the signature page and bid forms not later than the closing date indicated above. Retain the remaining documents for reference.

IFB Number B0001622 was recently posted to the 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.
SIGNATURE SHEET

Addendums: (please check all that you have received) (1) (2) (3) (4) (5)

Item: Lowe Auditorium Stage Curtains

Closing Date: September 30, 2019, 2PM Central Time

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 and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation

Mailing Address City & State Zip

Toll Free Telephone Local Cell: Fax

Tax Number

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Office of Purchasing at a later date.

E-Mail

Signature Date

Typed Name Title

In the event the contact for the bidding process is different from above, indicate contact information below.

Bidding Process Contact Name

Mailing Address City & State Zip

Toll Free Telephone Local Cell: Fax

E-Mail

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

Award Contact Name

Mailing Address City & State Zip

Toll Free Telephone Local Cell: Fax

E-Mail
SECTION I
CONDITIONS TO BIDDING

Solicitation Reference Number: The above-number, IFB #B0001622 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.

Steven W White
Telephone: 316-978-3782
Facsimile: 316-978-3528
E-Mail Address: steven.white@wichita.edu
Wichita State University
1845 Fairmount Street
Office of Purchasing, Campus Box 12
Wichita, KS 67260-0012

Questions/Addenda: No pre-proposal conference is scheduled for this Solicitation. Questions requesting clarification of the Solicitation, including submissions of samples and documentation for alternative products must be submitted in WRITING to the Procurement Officer prior to the close of business on September 9, 2019 to the following address:

Steven W White
Telephone: 316-978-9782
Facsimile: 316-978-3528
E-Mail Address: steven.white@wichita.edu
Wichita State University
1845 Fairmount Street
Office of Purchasing, Campus Box 12
Wichita, KS 67260-0012

Failure to notify the Procurement Officer of any conflicts or ambiguities in this Solicitation for Bid may result in items being resolved in the best interest of Wichita State University. Any modification to this Request shall be made in writing by addendum and mailed to all bidders who received the original request. Only written communications are binding.

Cost of Preparing Bid Response: The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, negotiating for the contract and other costs associated with this Solicitation. All responses will become the property of Wichita State University and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

Evaluation of Bids: Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery and other conditions imposed by this Invitation for Bid. Award will be by line item, group totals, or total lot, whichever is in the best interest of Wichita State University.

Acceptance or Rejection: Wichita State University reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this Solicitation; and unless otherwise specified, to accept any item in a bid response.

Contract: The successful bidder may be required to enter into a written contract with the State. The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the State and is attached to this Solicitation.

Contract Documents: This Solicitation and any amendments and the bid response and any amendments of the successful vendor shall be incorporated along with the DA-146a into the written contract award which shall compose the complete understanding of the parties.
In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

1. Form DA-146a;
2. written modifications to the executed contract;
3. written contract signed by the parties;
4. this Solicitation including any and all addenda; and
5. bidder's written bid response submitted in response to this Request as finalized.

**Contract Formation:** No contract shall be considered to have been entered into by Wichita State University 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 has been signed by the successful bidder.

**Open Records Act (K.S.A. 45-215 et seq.):** All bid responses become the property of Wichita State University. Kansas law requires all information contained in bid responses to become open for public review once a contract is signed or all bid responses are rejected.

**Federal, State and Local Taxes-Governmental Entity:** Unless otherwise specified, the bid response 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 Solicitation. *Wichita State University 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.

**Debarment of State Contractors.** Any contractor who defaults on delivery as defined in this Solicitation 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.

**Insurance:** Wichita State University shall not be required to purchase any insurance against loss or damage to any personal property nor shall Wichita State University 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.

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**SECTION II**

**BID INSTRUCTIONS**

**Preparation of Bid Response:** Wichita State University has the right to rely on any price quotes provided by bidders. The bidder shall be responsible for any mathematical error in price quotes. Wichita State University reserves the right to reject bid responses which contain errors.

**Bidders are instructed to prepare their Bid Response following the same sequence as the Invitation for Bid.**

**Submission of Bid Responses:** Bidder’s bid response shall consist of:

- Signature Sheet
- One (1) paper copy of the bid response, including literature and other supporting documents
- One Electronic Copy of the entire bid response

Bidder’s bid response, sealed securely in an envelope or other container, shall be received promptly at 2:00 p.m., Central Time, on September 30, 2019 addressed as follows:
Wichita State University  
Office of Purchasing  
1845 Fairmount St, Campus Box 12  
Wichita, KS 67260-0012  
Bid # B0001622  
Closing: 9/30/2019 at 2:00 PM Central Time

**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.

Bid responses received prior to the closing date shall be kept secured and sealed until closing. Wichita State University shall not be responsible for the premature opening of a bid response or for the rejection of a bid response that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Bid Response will be retained unopened in the file and not receive consideration.

**Signature of Bid Responses:** Each bid response shall give the complete mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each bid response shall include the bidder’s social security number or Federal Employer’s Identification Number. If the bidder’s tax number is the same as their social security number, this information may be omitted from the written bid response. If your SSN is required to process a contract award, you will be contacted by an authorized representative from the Office of Purchasing at a later date.

**Acknowledgment of Addenda:** All bidders shall acknowledge receipt of any addenda to this Solicitation. Failure to acknowledge receipt of any addenda may render the bid response to be non-responsive. Changes to this Solicitation shall be issued only by the Office of Purchasing in writing.

**Modification of Bid Responses:** A bidder may modify a bid response by letter or by FAX transmission at any time prior to the closing date and time for receipt of bid responses.

**Withdrawal of Bid Responses:** A bid response may be withdrawn on written request from the bidder to the Procurement Officer at the Office of Purchasing prior to the closing date.

**Bid Disclosures:** At the time of closing, bid prices shall be made public information. Interested bidders or their representatives may be present at the announcement at the following location:

**Wichita State University**  
Office of Purchasing  
1845 Fairmount St.  
Morrison Hall, Room 012  
Wichita, KS 67260-0012

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Office of Purchasing. Bid results can be obtained by sending:

1. A check for $5.00, payable to Wichita State University and  
2. A self-addressed, stamped envelope, or an email address;  
3. Invitation for Bid Number,

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

Copies of individual bid responses may be obtained under the Kansas Open Records Act by 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 bid file. Upon receipt of the funds, the documents will be mailed. Information in bid files shall not be released until a contract has been executed or all bid responses have been rejected.

Notice of Award: An award is made on execution of the written contract by all parties. Only Wichita State University is authorized to issue news releases relating to this Solicitation, its evaluation, award and/or performance of the contract. The Office of Purchasing shall issue either a purchase order or a written contract to the successful vendor.

SECTION III
GENERAL PROVISIONS

Term of Contract: The term of this contract is from date of award until all contractual obligations have been satisfied by the Contractor.

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:

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

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.

Termination for Convenience: The WSU 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 WSU 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.

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 Wichita State University 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.

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:

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

or to any other persons or addresses as may be designated by notice from one party to the other.

Rights and Remedies: If this contract is terminated, Wichita State University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to Wichita State University in the manner and to the extent directed, any completed materials. Wichita State University shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

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 by Wichita State University subject to any offset by Wichita State University for actual damages including loss of federal matching funds.

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

**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 Wichita State University shall not constitute a waiver.

**Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The 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.

**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) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

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.

**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 Wichita State University and who are providing services involving this contract or services similar in nature to the scope of this contract to Wichita State University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any Wichita State University employee who has participated in the making of this contract until at least two years after his/her termination of employment with Wichita State University.

**Confidentiality:** The Contractor may have access to private or confidential data maintained by Wichita State University 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 Wichita State University promptly at the request of Wichita State University 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 Wichita State University, will destroy or render it unreadable.

**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. Wichita State University has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

**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.

**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).
Hold Harmless: The Contractor shall indemnify the Wichita State University against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

Wichita State University 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 state property. The Contractor shall do nothing to prejudice the Wichita State University's right to recover against third parties for any loss, destruction or damage to State property.

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 Wichita State University employee at any time.

Retention of Records: Unless Wichita State University 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, personnel of the using agency; independent auditors acting on behalf of state and/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 the state.

Federal, State and Local Taxes Contractor: Wichita State University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Antitrust: If the Contractor elects not to proceed, the Contractor assigns to Wichita State University 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 Wichita State University relating to the particular products or services purchased or acquired by the State pursuant to this contract.

Anti-Kickback: When the University 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, the head of the contracting department or agency of the United States if the department or agency does not have an inspector general, 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.

Wichita State University agrees to incorporate the substance of this clause, including this subparagraph, in all subcontracts under this contract which exceeds $100,000.

Modification: This contract shall be modified only by the written agreement of the parties with the approval of the Director of Purchasing. 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.
Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of Wichita State University.

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

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

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.

Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, 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.

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.

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 the State is a party.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.

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.

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. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

Competition: The purpose of this Solicitation is to seek competition. The bidder 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 Solicitation.

Injunctions: Should Wichita State University 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 the Wichita State University, contractor shall not be entitled to make or assert claim for damage by reason of said delay.

Acceptance: No contract provision or use of items by Wichita State University shall constitute acceptance or relieve the contractor of liability in respect to any expressed or implied warranties.
**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.

**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.

**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.

**Disclosure of Proposal Content:** The laws of the State of Kansas require 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 bids shall be disclosed until after a Contract Award has been issued. Wichita State University reserves the right to destroy all bids if the IFB is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled “Proprietary” in the margin of each individual page where they appear in the bid response package. Pricing information is normally not considered proprietary. The Bidder’s entire proposal response package shall not be considered proprietary.

**SECTION IV
SPECIAL PROVISIONS**

**Bid Response Format:** Bidders are instructed to prepare their Bid Response following the same sequence as the sections of the Invitation for Bid.

**Transmittal Letter:** The bidder must include a discussion of the bidder’s corporation and each subcontractor if any. The discussion shall include the following:

(a) date established;
(b) ownership (public, partnership, subsidiary, etc.);
(c) that the bidder is the prime contractor and identifying all subcontractors;

**Subcontractors:** The contractor shall be the sole source of contact for the contract. Wichita State University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

**Timeline and Methodology:** Include a timeline for implementing services.

**Payment:** Payment shall be made after receipt of goods or services in agreement with Kansas Law. Payments shall not be made for costs or items not listed in the bidder’s bid response.
Invoices: Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

1. date of invoice.
2. date of shipment (or completion of work);
3. purchase order number and contract number;
4. itemization of all applicable charges; and
5. net amount due.

Bidder Contracts: Include a copy of any additional contracts proposed.

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 bid response.

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.

Experience: All bidders must have a minimum of five (5) years continuous active participation in the applicable industry as a distinct company, providing services comparable in size and complexity to the services specified within the Scope of Work.

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.

Contact: For technical information regarding the equipment specified in this solicitation, please contact Ray Clithero 316-978-5813, or ray.clithero@wichita.edu.

To arrange for a site visit to view the Roger Lowe Auditorium located at the Eugene M. Hughes Metropolitan Complex located at 5015 E. 29th Street North, Wichita, KS (at the intersection of 29th St. & Oliver) please contact James Brewster, 316-978-6852 or james.brewster@wichita.edu.

All changes in specifications, including adding approved materials to the specifications shall be included on a written addendum sent from the Office of Purchasing.

Alternates: Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to WSU and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.

To request an alternate fabric a bidder must supply a 12 inch by 12 inch fabric swatch of the proposed alternate fabric along with descriptive materials that refer to the blend of materials in the curtain and all certifications that are required as a part of this solicitation.

This shall be submitted as outlined on page 3 with the bidder’s questions.

Insurance: The successful Bidder shall present an affidavit of Worker’s Compensation. Public Liability, and Property Damage Insurance to the Office of Purchasing prior to the start of work.
SECTION V
STATEMENT OF WORK

A. SUMMARY
1. This Section includes the fabrication, furnishing, delivery and installation of the following stage equipment:
   a. Stage Curtains. A front curtain with valance for Lowe Auditorium, Hughes Metropolitan Complex, 5015 E. 29th St. N. (29th St. and Oliver), at Wichita State University
   b. Traveler Track. Complete operating system for above front curtain.

Where specific manufacturers and products are mentioned, it is to show the quality and type of materials or equipment desired. Other manufacturers and products will be considered. If another fabric is proposed for the curtains, the bidder must supply a 12 inch by 12 inch fabric swatch of the proposed fabric. If another traveler track manufacturer is proposed, submittals shall be provided at the bid date. Wichita State University reserves the right to determine equivalencies. (Please see page 11)

B. QUALITY ASSURANCE
1. All items of work included in this specification shall be furnished by a qualified Theatrical Contractor and installed by experienced stage technicians in the employ of that contractor so that there will be no division of responsibility for the proper utility and operation of the equipment after the installation. The Theatrical Contractor must be in the regular business of fabrication and installation of theatrical draperies and rigging of the scope specified for this project. Curtains fabricated by a third party shall not be allowed.
   a. The dimensions of Curtains described in this Specification shall be considered as approximate, and shall be verified on site by the Theatrical Contractor prior to fabrication.
   b. Each bidder must furnish with his or her bid a written listing of at least five installations that are equal to or surpass the scope of this project.

C. DELIVERY, STORAGE AND HANDLING
1. Coordinate storage of all equipment, hardware, and accessories with the Owner to assure that storage does not inhibit other functions of the work space.
2. The Theatrical Contractor shall be responsible for the handling of all equipment, hardware and accessories (unloading and transport to the designated storage area).
3. Deliver all manufactured curtain products to the jobsite no sooner than two days prior to their installation in order to prevent possible damage to the curtains while being stored.

PART 2
PRODUCTS

A. STAGE CURTAINS
1. Fabricate, deliver and install Stage Curtains in accordance with the following specification.

2. All fabrics utilized in the manufacture of the Stage Curtains specified herein shall be made flame retardant to comply with the following standards:
   b. New York Boards of Standards and Appeals – Calendar No. 294-40 S.R.
   c. N.F.P.A. 701, Large and Small Scale.

3. The Theatrical Contractor (Stage Curtain Fabricator) shall provide two copies of the original flame proofing certificates, signed and notarized by the fabric manufacturer, stating the following information:
   a. The concern that purchased the fabric from the fabric manufacturer.
   b. The name and Chemical Registration Number of the flame proofing chemical used.
c. The method of chemical application.
d. The manufacturer’s control number.
e. The quantity of fabric purchased.
f. The fabric name and type.
g. The lot number.
h. The date processed.

4. The Theatrical Contractor (Stage Curtain Fabricator) shall retain the original Flame Resistance Certificates to be kept with the project records.

5. Fabrics:
   a. Fabric for the Valance and Front Curtain shall be 20 oz/yd inherently flame resistant Crescent Velour Fabric as manufactured by KM Fabrics of Greenville, South Carolina. Color selection is Gold # 1018. Fabric for the lining of the Valance and Front Curtain shall be IFR Poplin as manufactured by Valley Forge Fabrics, Fort Lauderdale, Florida. Color selection is Natural.

6. Fabrication Specifications:
   a. All curtain tops shall be finished with Ludlow B.F.M. 3-1/2" heavy jute webbing double stitched to the back.
   b. No pieced materials shall be acceptable. Each cut of fabric shall be one continuous piece. Bad and missed stitching, and puckered and crooked seams and hems shall not be acceptable.
   c. All thread used shall be 100% cotton or mercerized cotton. Both the needle and the bobbin thread shall match color of the fabric to which they are sewn. Thread shall not be thinner than #20 in size.
   d. Unless otherwise noted, all curtains shall be fabricated with not-less-than 50% sewn-in fullness and box pleats double-sewn on 12" centers.
   e. All curtains to be attached to track carriers shall be finished at the top with 1" harness snaps attached with two pieces of 1" cotton tape, one looped and double-sewn through the harness snap loop, and one double-sewn horizontally over the harness snap spine. S-hooks with grommets, swivel hooks and copper rivets shall not be acceptable. Snaps shall be sewn on pleats centers.
   f. All floor length curtains shall be finished at the bottom with #90 lead tape, set up and sewn in a 6" bottom hem. Unweighted curtains shall be finished with a 3" bottom hem.
   g. All lined full-stage traveler curtains shall be finished with not less than 12" turnback on both onstage and offstage edges. All other curtains shall be finished with 3" side hems.

7. Curtain Schedule:
   a. Valance, 1 panel 62 ft. 6 in. feet wide by 3 ft. 6 in. (42 inches) high, IFR Poplin lined, with smooth top hem. To be attached to a nailing board above the proscenium opening. This curtain shall be centered above the proscenium opening, and shall not extend beyond the off-stage edge of the proscenium opening.
   b. Front Curtain, 2 panels, each panel 33 feet wide by 13 feet high, IFR Poplin lined, with master carrier harness snap top hem.

8. Traveler Track:
   a. Provide Model 401S traveler track system as manufactured by H & H Specialties Inc., South El Monte, CA.
   b. Track shall be 14 gauge galvanized steel, roll-formed to 2-5/8" wide X 2-3/4" high channel with continuous slot in bottom. Provide unspliced in lengths up to 26'. Track sections shall be safely and securely fastened to the underside of the proscenium opening. There shall be no gap between the track and the underside of the proscenium opening.
   c. Provide 2' overlap at center, rigidly separated by two overlap clamps. Install end
stop with cord support at each track end. Where lengths exceed 26', connect tracks by welding butt ends or with 12" long, two-piece splicing clamp of 12 gauge steel. Welding of sections rather than joining with a splice connector is preferred.

d. Provide single carriers, spaced on 12" centers, constructed of two polyethylene wheels fastened parallel to carrier body. Supply with heavy-duty hook, swivel eye and 3" trim chain for attachment of curtain. Black Super Tough nylon shall be molded around shielded and greased ball bearing to form carrier body. Install round neoprene bumper between each carrier on operating line to reduce noise. Provide # 412 rear fold (back pack) guides for each carrier as needed.

e. Master carriers shall be 4-wheel assemblies with bodies formed from 11 gauge steel with press-fit ball bearings. Connect to operating line with two formed steel cord clamps attached to each body. Supply each master carrier with two heavy-duty hooks, swivel eyes and 3" trim chains for attachment of leading edge of curtain.

f. Single and double end pulleys shall clamp securely to the underside of the track channel and shall contain 4" diameter sheaves enclosed in steel housings to prevent operating line from escaping the grooves. Sheaves shall be Nylatron GS molded around shielded and greased ball bearings and grooved to accommodate up to 3/8" operating line.

g. Provide floor block in 12 gauge steel housing containing 4" Nylatron GS shielded ball bearing sheave. Sheave axle shall lock at any point within 9" vertical slots to allow tension adjustment of operating line. Floor block shall be fastened securely to the stage floor, as appropriate.

h. Black operating line shall be 3/8" diameter, stretch-resistant rope with spun polyester outer jacket braided over Dyneema core.

i. All Steel components shall be zinc plated to resist corrosion.

Traveler track schedule:

a. 66 ft. of 401S track in two 34 ft. sections, joined or welded as needed.
b. 64 ea. (approx.) # 401 single carriers with # 412 rear-fold (back packer) guides.
c. 2 ea.# 402 master carriers.
d. 1 ea. # 403 4" double ended carrier.
e. 1 ea. # 404 4" single ended pulley
f. 1 ea. # 408 adjustable floor block
g. 2 ea. # 409 end stop and cord support
h. 155 ft. (approx.) # 414 3/8 inch operating line.

Contractor to verify quantities needed.

PART 3 EXECUTION

A. RIGGING AND INSTALLATION

1. It shall be the responsibility of the Theatrical Contractor to provide Stage Curtains as described above and to install those materials at the direction of the Owner. Direction for exact locations of placement for the specified materials shall given by the Owner’s representative at the site visit specified to verify curtain size.

2. It shall be the responsibility of the Theatrical Contractor to provide all miscellaneous hardware not specifically mentioned, and all ladders, man lifts and other equipment necessary for the installation.

3. It shall be the responsibility of the Theatrical Contractor to remove the existing curtains, traveler track and all debris and dunnage from the job site, and to leave the floor broom clean.

4. Installation shall be scheduled a minimum of two weeks in advance of starting with the Hughes Metropolitan Complex Facilities Manager.

5. All persons interested in bidding shall schedule a site visit a minimum of one day in advance. (Please see page 11)
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. 06-12), 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 ___.

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 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 another fiscal year as may be provided in this contract, except that such notice shall not be required prior to 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 to not discriminate against any person because of race, religion, color, sex, national origin or ancestry, age in the admission or access to, or treatment or employment in, its programs or activities; (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 each 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) if it is determined that the contractor has violated applicable provisions of ADA, 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

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 later 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 hereby 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.