

**WICHITA STATE UNIVERSITY  
REQUEST FOR PROPOSAL (RFP)**

RFP Number: Wichita-100003

RFP Issuance Date: Tuesday, April 22<sup>nd</sup>, 2025

RFP Pre-Proposal Zoom Meeting: Friday, April 25<sup>th</sup>, 2025 @ 10am CST ([Meeting Link](#))  
Meeting ID: 96077771882 Passcode: 270440

RFP Question Deadline: Tuesday, April 29<sup>th</sup>, 2025

RFP Closing Date: Tuesday, May 6<sup>th</sup>, 2025 @ 2:00PM CST ([Public Opening Zoom Call](#)) Meeting ID: 99070885670 Passcode: 420459

Procurement Officer: Reed Van Deest  
316-978-3782  
[purchasing.office@wichita.edu](mailto:purchasing.office@wichita.edu)  
Wichita State University  
Office of Purchasing  
1845 Fairmount, Campus Box 38  
Wichita, KS 67260-0038

Item / Service: **LED Cave System**

Agency: **Wichita State University ("WSU")**

Agency Location: 1845 Fairmount, Campus Box  
Wichita, KS 67260-0038

Both Service Locations: **NIAR eXtended Reality Lab**      **Sierra Nevada Corporation**  
**1845 Fairmount St.**      **12510 E. Belford Ave.**  
**Wichita, KS 67260**      **Englewood, CO 80112**

Period of Contract: To Be Negotiated

Guarantee: Bid Bond Required

RFP Scope: WSU is issuing this Request for Proposal ("RFP") to solicit proposals ("Proposals") from qualified Audio/Video suppliers to provide and install an LED Cave System.

Procurement Type: Sealed Bid (See Section 2.1)

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**READ THIS RFP CAREFULLY AND CHECK FOR UPDATES**

This RFP (Number Wichita-100003) was posted to WSU Office of Purchasing Internet website and may be downloaded at: [www.wichita.edu/purchasing](http://www.wichita.edu/purchasing).

**It shall be the Bidder's responsibility to monitor this website on a regular basis for any changes or addenda.**

Please view the file posted on WSU Bid Solicitations Page: [https://www.wichita.edu/services/purchasing/Bid\\_Documents/BidDocuments.php](https://www.wichita.edu/services/purchasing/Bid_Documents/BidDocuments.php), [\*\*Boilerplate of Request for Quotation: Terms and Conditions/Bidding Instructions\*\*](#) for a sample of WSU's standard terms and conditions to a Request for Quotation. Such terms and conditions are subject to change depending on the size, nature, and requirements of each project.

**SECTION I**  
**CONDITIONS TO BID**

**1.1. Basic Requirements.** Bidders must be a registered business in good standing and authorized to do business in the State of Kansas. Bidders must provide a certificate of good standing on request. Failure to provide proof of registration and/or a certificate of good standing may result in delay or disqualification.

**1.2. Bid Specifications.** Bidder must be able to meet all bid specifications set forth in this RFP as well as the minimum qualification and performance specifications set forth in **Attachment 5: Minimum Qualifications and Performance Specifications**.

**1.3. Bid Proposal.** Bidder's Proposal must include fully completed RFP attachments, except that Bidder may complete **Attachment 7: Bidder Signature Sheet** by referencing separately attached documents or information.

**1.4. Proposal Reference Number:** The RFP Number identified on the first page of this RFP (the "RFP Cover Page") has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP, including any Proposal, and MUST be referred to in all verbal communications. Any communication or submission that does not reference the RFP Number may be rejected or not considered by WSU, in WSU's sole discretion.

**1.5. Communication with WSU During RFP Process:** All inquiries, written or verbal, shall be directed only to the Procurement Officer at the contact information identified on the RFP Cover Page. No communication is to be had with any other WSU employee regarding this RFP except: (1) in the course of RFP negotiations; (2) during RFP site inspections or visits; (3) at the time of negotiation and signing of any contractual documents resulting from the Proposal; and (4) as otherwise specified in this RFP. Violations of this provision by Bidder or WSU personnel may result in the rejection of the Proposal.

**1.6. Exceptions:** By submission of a Proposal, Bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal that must be marked as: "Exceptions". **If the Bidder will not or cannot comply with any of the terms and conditions contained within this RFP, it will be the Bidder's responsibility to make specific mention of conflicting terms in a separate section of the Proposal as set forth above; otherwise, the terms and conditions of this document will prevail.**

**1.7. No Bid Revisions:** No additional revisions to Proposals shall be made after the Closing Date unless requested by WSU.

**1.8. Cost of Preparing Proposal:** The cost of developing and submitting the Proposal is entirely the responsibility of the Bidder. This includes costs incurred by Bidder to determine the nature of the engagement, Bidder's preparation and submission of their Proposal, the negotiation of the resulting Contract and/or terms and conditions, and other costs associated with this RFP or post-award efforts to enter into a Contract.

**1.9. 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, and a Contract is deemed formed or executed as set forth in Section 3.3 (Award) of this RFP.

**1.10. Proposals Open to the Public:**

1.9.1. **Proposals as WSU Property:** All Proposals become the property of WSU upon submission. With few exceptions, the Kansas Open Records Act (K.S.A. 45-215, *et seq.*) requires all information contained in Proposals to become open for public review once a Contract is formed or all Proposals are rejected. Please note: Bidders will **NOT** be notified prior to release of any documents submitted in response to this RFP.

1.9.2. **Submission of Proprietary Information:** 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 Bidder's entire Proposal will not be considered proprietary. All information requested to be handled as "Proprietary" shall be submitted electronically, separately from the main Proposal, and clearly identified in the subject line of the email or DropBox submission. The Bidder shall provide detailed written documentation justifying why this material should be considered proprietary. WSU reserves the right to accept, amend, or deny such requests for maintaining information as proprietary in accordance with Kansas law. WSU does not guarantee protection of any information which is not submitted as required. The Bidder acknowledges that as a state entity, WSU is subject to the public disclosure provisions of the Kansas Open Records Act (K.S.A. 45-230) and nothing in this RFP limits its obligations to comply therewith.

**1.11. Federal, State, and Local Taxes - Governmental Entity:** Unless otherwise specified, the Proposal price shall include all applicable federal, state, and local taxes. The successful Bidder is solely responsible for, and shall pay, all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP. WSU does not agree to reimburse or pay Bidder for any taxes assessed unless itemized in Bidder's bid. **WSU is exempt from state sales or use taxes and federal excise taxes for direct purchases made in Kansas. These taxes should not be included in the Bidder's price quotations.**

**1.12. Tax Clearance:** WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals which exceed twenty-five thousand dollars (\$25,000.00) shall include a copy of a Tax Clearance Certification Form with their submittal as set forth in **Attachment 1: Tax Clearance Information**. Failure to provide this information may be cause for rejection of Bidder's Proposal.

**1.13. Debarment of Bidders:** Pursuant to K.S.A. 75-37,103, a Bidder may be debarred from consideration for award of contracts for a period of up to three (3) years for any of the reasons set forth in K.S.A. 75-37,103(b).

**1.14. Immigration Reform:** The Bidder agrees, if awarded a Contract, it shall comply with the Immigration and Reform Control Act of 1986 (IRCA; 8 C.F.R. Ch. 1, Sub Ch. B, Pt. 245a), as may be amended from time to time. As a condition of this Proposal, Bidder must certify, by completing and submitting **Attachment 2: Certification Regarding Immigration Reform & Control**, that Bidder has complied with all federal and state laws relating to immigration and reform.

**1.15. Sexual Harassment and Retaliation Prohibited:** In accordance with Kansas Executive Order 18-04, upon selection for a Contract, Bidder will be expected to receive and read of a copy of Executive Order 18-04, and, further, will agree to comply with all applicable provisions of this Executive Order, and all applicable state and federal laws, including but not limited to all laws prohibiting sexual harassment. WSU's policies prohibiting sexual harassment, discrimination, and retaliation 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/ch\\_03/ch3\\_06.php](https://www.wichita.edu/about/policy/ch_03/ch3_06.php).

## **SECTION II**

### **PROCUREMENT TYPE, PROCESS, SELECTION, AND AWARD**

**2.1. Procurement Type:** WSU's competitive procurement types include: (1) Sealed Bid; (2) Negotiated Bid; and (3) Simplified Acquisitions. The type of procurement for this RFP is noted on the RFP Cover Page.

2.1.1. A Sealed Bid process includes: (1) a solicitation to bid; (2) publication of solicitation; (3) Proposals submitted under seal by Bidders and the Proposals are not opened or reviewed until the Closing Date; (4) Proposals are reviewed by WSU after the Closing Date and are generally evaluated without discussion without the Bidders; and (5) WSU awards the work to the "Responsible Bidder" whose Proposal is determined to be the most advantageous to WSU based on the neutral criteria established by WSU.

2.1.2. A Negotiated Bid is a more flexible bidding procedure that includes the receipt of Proposals and permits negotiations between WSU and Bidders. This process usually affords the Bidders an opportunity to revise their Proposal before award of a Contract to account for changes in scope of services or goods, timelines, or value-added changes to a project. "Negotiation" includes discussion, persuasion, and alteration of initial assumptions and positions, and give-and-take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. "Best and final offers" are frequently required under the Negotiated Bid procurement.

2.1.3. Simplified Acquisitions is the most flexible form of procurement. Simplified Acquisitions can only occur if the procurement expenditure does not exceed the WSU established threshold. A Simplified Acquisition affords WSU the ability to call upon qualified vendors, contractors, and individuals for a quote and to negotiate a final agreement.

**2.2. RFP Committee Selection:** Final evaluation and selection will be made by designated representatives of WSU who have been designated as potentially utilizing the goods and/or services solicited in this RFP, referred to collectively as the Procurement Negotiation Committee (PNC).

**2.3. Appearance Before Committee:** The PNC may award to the low Bidder without question or negotiation. The PNC reserves the right to request information from Bidders as needed. If information is requested, the PNC is not required to request the information of all Bidders. The PNC may require, as a condition of bidding, that Bidders be required to appear before the PNC to explain the Bidder's understanding and approach to the RFP and/or to respond to questions from the PNC concerning the Proposal. Meetings with and appearances before the PNC are not subject to the Kansas Open Meetings Act. Bidders are prohibited from electronically recording these meetings.

**2.4. An optional Pre-Proposal conference has been scheduled for Friday, April 25<sup>th</sup>, 2025 @ 10am CST The meeting can be accessed at the following [link](#): Meeting ID: 96077771882 and Passcode: 270440**

**2.5. Pre-Proposal Questions:** Questions requesting clarification of the RFP, if allowed, must be submitted in WRITING to the Procurement Officer by email prior the RFP Question Deadline indicated on the RFP Cover Page. Failure to notify the Procurement Officer of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of WSU. Any modification to this RFP as a result of Pre-Proposal Questions shall be made in writing by addendum and sent electronically to all Bidders who received the original request. Only written communications are binding.

**2.6. Acceptance or Rejection:** WSU 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 this RFP; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a Proposal.

**2.7. Selection Criteria:** Award shall be made in the best interest of WSU as determined by the PNC. WSU reserves the right to make an award based on any of the following factors and is not required to make the determination based solely on cost. Consideration will be given, but is not limited, to each of the following criteria:

1. Proposal cost [NOTE: Bidders are not to inflate prices in the initial Proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations]
2. Any poor performance experienced by WSU with Bidder within the five (5) year period prior to Proposal.
3. Documented experience in providing the same products / services to third parties that are solicited in this RFP.
4. Product, service, and performance.
5. Equipment owned by Bidder to be used in providing requested services.
6. Qualified staff and/or subcontractors.
7. Adequacy and completeness of Proposal.

8. Compliance with the terms and conditions of the RFP; and
9. Response format as required by this RFP.
10. Bidder's anticipated ability to meet RFP requirements.

## **2.8 Proposal Disclosures:**

**2.8.1** In the event this is a Sealed Bid, at the time of closing, only the names of those who submitted Proposals shall be made public information. No price information will be released. Bid tab 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 a written request, referencing the Solicitation name and number to the following:

Wichita State University  
Office of Purchasing  
1845 Fairmount St, Campus Box 38  
Wichita, KS 67260-0038  
[purchasing.office@wichita.edu](mailto:purchasing.office@wichita.edu)

**2.8.2** Copies of individual Proposals may be obtained under the Kansas Open Records Act (KORA), K.S.A. 45-215, *et seq.*, by submitting an Open Records Request at <https://openrecords.wichita.edu>. Once your request is received, you will be provided an estimate of the cost. Upon receipt of that amount, the documents will be transmitted to you electronically, except that no information in any Proposal file shall be released until a Contract has been executed or all Proposals have been rejected.

**2.9 Retention of Proposals:** WSU reserves the right to destroy all Proposals if the RFP is withdrawn, the RFP does not result in an agreed Contract, or in accordance with Kansas law. Late Proposals will not be considered a valid Proposal and shall not be retained unless deemed necessary by WSU.

**2.10 Award:** An RFP is not considered to be "awarded" until a Contract is executed between WSU and the Contractor. A Contract may be formed upon a Bidder's formal acceptance of WSU's notice of award where it is made clear that no other contractual document shall be presented subsequently for signature.

**2.11 Notice of Award:** Generally, WSU will notify all Bidders of an award made contingent on a fully executed Contract between the Contractor and WSU. Only WSU is authorized to issue news releases relating to this RFP, its evaluation, award, and/or performance of the Contract, unless express written permission is obtained by WSU.

### **SECTION III**

## **PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

**3.1 Proposal Form & Certifications.** Bidders must submit a Proposal that complies with the requirements set forth in **Attachment 3: Proposal Requirements**. Bidders can include additional information with their Proposal including, but not limited to, photos, renderings, plans, designs, quotes, and references with its Proposal except that all such additional information shall be properly marked to include the Bidder's name and RFP Number and shall make every effort to number all pages. Bidders must fully complete and submit with its Proposal all certifications and forms attached or referenced in this RFP.

**3.2 Preparation of Proposal.** 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 Bidder, competitor, or public officer/employee.

**3.3 Submission of Proposals.** Proposals must be sent / delivered so that it is received by WSU no later than the RFP Closing Date indicated on the RFP Cover Page. electronically. When submitting electronically:

- 3.3.1 One (1) electronic version of the Bidder's Proposal, including literature and other supporting documents, shall
- be entered into the Unimarket Supplier Portal.
- 3.3.2 All emails or communications transmitting Proposals shall contain, for identification, the title, the RFP Number, and the Subject of the RFP.
- 3.3.3 The Bidder shall attach the Proposal attachments to their RFP response in Unimarket.
- 3.3.4 An Adobe PDF document type is preferred, but Microsoft Word, Excel, JPEG, and other formats will be accepted.
- 3.3.5 Bidders will be contacted if additional information is needed.
- 3.3.6 Proposals received prior to the Closing Date shall be kept secured and sealed until closing if they are properly identified as instructed above. 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.
- 3.3.7 Late Proposals will not be considered a valid Proposal and will not receive consideration.

Proposals received prior to the Closing Date shall be kept secured and sealed until closing if they are properly identified as instructed above. 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.

Late Proposals will not be considered a valid Proposal and will not receive consideration.

**3.4 Acknowledgment of Addenda:** All Bidders shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the Proposal to be non-responsive. Changes to this RFP shall be issued only by the Office of Purchasing in writing.

**3.5 Withdrawal of Proposals:** A Proposal may be withdrawn on written request submitted electronically in email from the Bidder to the Procurement Officer at the Office of Purchasing prior to the RFP Closing Date.

## **SECTION IV**

### **GENERAL CONTRACT PROVISIONS**

*The provisions of this section list all general contract provisions that shall govern the resulting services and/or goods solicited in this RFP. These provisions shall be deemed binding on the Bidder if a Bidder's Proposal is accepted by WSU and WSU and Bidder (referred to in this Section as "Contractor") enter into a Contract or deem a Contract to be formed (referred to in this Section as "Contractor").*

**4.1 Contract Documents:** The successful Bidder ("Contractor") may be required to enter into a separate written Contract with WSU. Unless expressly omitted in the Contract, this RFP and any amendments, the WSU DA-146a - Contractual Provisions Attachment, located at <https://www.wichita.edu/administration/generalcounsel/DA-146a.php>, and the WSU Terms & Conditions – Purchases of Services & Goods, located at <https://www.wichita.edu/administration/generalcounsel/terms-conditions-information.php>, are deemed binding on Contractor and hereby incorporated by reference into the Contract. The Proposal and any Proposal amendments may be incorporated into the Contract at the discretion of WSU.

**4.2 Order of Precedence:** In the event of a conflict in terms of language among the Contract documents listed below (as applicable), the following order of precedence shall govern:

1. WSU Terms and Conditions of Purchases - Services and Goods Modified for Prime Contract which incorporates the External Funding Requirements;
2. Executed Contract Between the Parties;
3. This RFP including any and all Addenda; and
4. Bidder's Proposal submitted in Response to this RFP, as finalized.

**4.3 Term and Termination:** The term of the Contract and any clauses regarding termination of such Contract will be set forth in the subsequent Contract awarded.

**4.4 Independent Contractor:**

- 4.4.1** Both parties, in the performance of a 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, Bidder 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.
- 4.4.2** 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 any Contract.
- 4.4.3** 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.

**4.5 Industry Standards:** If not otherwise provided, materials or work called for in the 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.

**4.6 Contractor Qualifications and Abilities:** Submission of Contractor's bid will be considered presumptive evidence that the Contractor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the Proposal for all contingencies. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the Contract. 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.

**4.7 Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of any 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 the 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 the Contract and/or damages.

**4.8 Payments:** WSU shall not be responsible for, and does not agree to be charged, any payments for costs or items not listed in the Bidder's Proposal.

**4.9 Conflict of Interest:** The Contractor shall not knowingly employ, during the period of the Contract or any extensions to it, any professional personnel who are also in the employ of WSU and who are providing services involving the Contract or services similar in nature to the scope of the Contract to WSU. Furthermore, the Contractor shall not knowingly employ, during the period of the Contract or any extensions to it, any WSU employee who has participated in the making of the Contract until at least two (2) years after termination of employment with WSU.

**4.10 Confidentiality:** The Contractor may have access to private or confidential data maintained by WSU to the extent necessary to carry out its responsibilities under the Contract. Contractor must comply with all the requirements of the Kansas Open Records Act (KORA) in providing services under the 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 the 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 the 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.

**4.11 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 the Contract.

**4.12 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, rules or regulations may result in termination of the Contract.

**4.13 Insurance:** The successful Bidder shall present, upon request, an affidavit or certificate demonstrating insurance coverages consistent with any requirements set forth in Attachment 6.

**4.14 Hold Harmless:** 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.

**4.15 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 the Contract, and Contractor will reimburse WSU for such property's loss or damage caused by Contractor, normal wear and tear excepted.

**4.16 Prohibition of Gratuities:** Neither the Contractor nor any person, firm, or corporation employed by the Contractor in the performance of the 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.

**4.17 Retention of Records:** 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 the Contract for a period of five (5) years from the date of the expiration or termination of the 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.

**4.18 Examination of Records:** 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.

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

**4.20 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 the Contract.

**4.21 Anti-Kickback:** When WSU has reasonable grounds to believe that a violation of the Anti-Kickback Act of 1986 (41 U.S.C. 87, *et seq.*, as amended) may have occurred, WSU 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. WSU shall cooperate fully with any Federal agency investigating a possible violation of the Anti-Kickback Act of 1986. 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 one hundred thousand dollars (\$100,000.00).

**4.22 Modification:** The Contract shall be modified only by the written agreement of the parties. 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.

**4.23 Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under the Contract without the prior written consent of WSU. The Contract may terminate in the event of its assignment, conveyance, encumbrance, or other transfer by the Contractor without the prior written consent of WSU.

**4.24 Third Party Beneficiaries:** The Contract is not intended to and shall not be construed as providing an enforceable right to any third party.

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

**4.26 Severability:** If any provision of the 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 the Contract shall not be affected, and each provision of the Contract shall be enforced to the fullest extent permitted by law.

**4.27 Integration:** The 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. The Contract between the parties shall be independent of and have no effect on any other contracts of either party.

**4.28 Criminal or Civil Offense of An Individual or Entity That Controls A Contractor or Organization or Will Perform Work Under The Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed in the Proposal and during the term of the Contract. 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 purposes of this section, an individual or entity shall be presumed to have control of a Contractor or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls twenty-five percent (25%) 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.

**4.29 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, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

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

**4.31 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.

**4.32 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.

**4.33 Special Contract Provisions Specific to Scope of Work:** In addition to the General Contract Provisions set forth in this Section IV, Contractor shall agree to the special contract provisions set forth in **Attachment 4: Additional Contract Provisions**.

## **ATTACHMENT 1: TAX CLEARANCE INFORMATION**

WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals that exceed twenty-five thousand dollars (\$25,000.00) over the term of the contract shall include a copy of a current tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of a Bidder'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 Proposal
- 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 Proposal.**

**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 your Proposal 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 Bidder'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.

## **ATTACHMENT 2: CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL**

Any Bidder that is awarded a subsequent contract ("Contractor") is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA; 8 C.F.R. Ch. 1, Sub Ch. B, Pt. 245a), 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 the 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 the Contract.

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Signature

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Date

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Title of Contractor

## ATTACHMENT 3: PROPOSAL REQUIREMENTS

Proposals should set forth, in detail, Bidder's plans to meet each of the requirements set forth in this RFP and specifically in this **Attachment 3: Proposal Requirements**. The proposal will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what may be inferred.

- 3.1 Company Overview and Qualifications.** Provide a narrative description of your company, including capacity to provide an **LED Cave System**. Provide a description of the Bidder's qualifications and experience in performing the requested or similar services, including summaries of personnel assigned to the project stating their work experience. Bidder should establish in its Proposal that it is an established firm recognized for its capacity to perform and capable of mobilizing sufficient personnel to meet deadlines specified by WSU.
- 3.2 Successful Projects / Services.** Provide a list of past successful projects that align with the expectations set forth in this RFP in the State of Kansas. Such information may be marked as "Proprietary" if it is not open to the public.
- 3.3 Key Personnel.** Provide a list of personnel to be used to perform the services identified in this RFP and include their qualifications, education, accomplishments, and any other relevant information demonstrating level of experience.
- 3.4 Fees for Goods or Services.** Provide an explanation and detailed breakdown of Bidder's fee proposal and any other expenses that are charged for the requested services and/or goods, including reimbursable expenses. Bidder's fees are assumed to include the firm's cost of doing business such as overhead, management, postage, shipping, telephone, internet, fax, photocopying, research, and general office expenses, unless expressly set out as an additional fee.
- 3.5 Refunded, Credited or Discounted Fees.** Describe any circumstances where WSU would receive a refund, credit, or discount of the proposed fees.
- 3.6 Equal Opportunity Employment.** Describe how you will accommodate state and federal laws and policy provisions issued by the Kansas Board of Regents and WSU relating to Affirmative Action and Equal Opportunity Employment, including your firm's efforts to recruit and contract with disadvantaged groups and/or businesses (minority, women, veteran, and small business).
- 3.7 Additional Tasks.** Identify any additional tasks the Bidder considers necessary to provide the services and/or goods solicited in this RFP and explain any recommended deviation from the tasks identified in **Attachment 5: Minimum Qualifications and Performance Specifications** that Bidder believes are necessary.
- 3.8 References.** Provide three (3) references that have used Bidder to complete the same or similar services within the last three (3) years. Specify a contact person with a telephone number, and email address. **Please reference Appendix D-References.**

## **ATTACHMENT 4: ADDITIONAL CONTRACT PROVISIONS SPECIFIC TO THIS RFP**

**In the event of an award, Bidder agrees to accept, subject to exception as set forth in Bidder's Proposal, the following additional contractual terms that are specific to this RFP:**

- 4.1 Experience:** All bidders must have a minimum of three (3) years active participation in the applicable industry as a distinct company, providing equipment and systems comparable in size and complexity to the equipment and systems 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. If Bidder cannot meet this requirement, provide a written explanation as to why. Inability to meet this requirement is not necessarily grounds for disqualification and such determination will be made within the sole discretion of WSU.
- 4.2 Payment Terms:** Unless otherwise agreed to in writing by WSU and Bidder, pursuant to the Kansas Prompt Payment Act (K.S.A. 75-6403(b)), all payment terms are Net 45 days from the date the goods or services are delivered and finally accepted by WSU. If the 45<sup>th</sup> day falls on a weekend, legal holiday, or WSU holiday, WSU shall have until the next business day to make payment.
- 4.3 Bidder Contracts:** Bidder shall include an editable Word version copy of any proposed terms and conditions applicable to this purchase.
- 4.4 Contract Contacts:** WSU and Contractor shall, upon award, provide contact names and information to enable efficient communication between both parties.
- 4.5 On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the successful Bidder 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 Bidder has made necessary examination, inspection, and investigation. Failure to properly inspect the site may result in rejection of the bid.
- 4.6 Materials and Workmanship:** Bidders 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.
- 4.7 Shipping; Deliveries:** Unless otherwise agreed to in writing by WSU and Bidder, all proposals shall include all packing, handling, and shipping charges FOB Destination, freight prepaid and allowed. The destination shall be WSU's receiving dock, unless specified otherwise by WSU in writing. All orders shall be shipped within seven (7) business days of receipt of a purchase order. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, Bidder shall immediately notify WSU of the revised delivery date or partial delivery date. WSU reserves the right to cancel the order and receive a return of any prepaid fees if the updated delivery time is unsatisfactory.
- 4.8 Standard Manufacturer's Warranty,** for all equipment bid, is to be considered a part of these conditions.

Bidders must provide a ONE (1) year PARTS AND LABOR warranty on all devices and/or labor provided as part of an award that results from this RFP.

The successful Bidder will be the sole point of contact regarding any problems with the equipment or systems during the warranty period.

The Bidder shall be responsible for all work put in under these specifications. The Bidder shall make good, repair and replace, at the it's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of Wichita State University and/or Office of Purchasing said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed.

- 4.9 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.
- 4.10 Technical Literature:** All bids shall include specifications and technical literature sufficient to allow WSU to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.
- 4.11 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. Failure to produce and/or supply materials of the highest quality may result in rejection of an order entirely at the Bidder's expense. The decision of WSU shall be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the Bidder.
- 4.12 Equipment:** All offered equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
- 4.13 Documentation:** Examples of documentation delivered by the manufacturer with purchase of items shall be included. Bidder must be able to deliver additional copies (beyond the response set) of documentation on an immediate basis for use in the evaluation process. Within the section, Bidder may use any format. Include detailed, standard, published literature describing each equipment item and feature offered.
- 4.14 Upgrades:** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.
- 4.15 Quality:** Materials used, and workmanship shall be of the highest quality Bidder should keep in mind that this Request for Proposal provides potential for negotiations and does not require an award to low bid. Although cost is very important, the University reserves the right to evaluate using additional criteria including, but not limited to, cost, quality, weight, durability, delivery time, proposal initiative, vendor experience and related past performance, etc.
- 4.16 Default on Delivery:** Any Bidder who defaults on delivery as defined in this Request may, be barred from bidding on any subsequent Request for a period to be determined.
- 4.17 Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using department and must include the following:
- Date of invoice;
  - Date of completion of work;
  - Purchase Order number and Contract number;
  - Itemization of all applicable charges; and
  - Net amount due.
- 4.18 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 the WSU. Failure to provide available price reductions may result in termination of the contract. Any unexpected increases in the cost of materials, products, or services resulting from newly imposed tariffs, changes to existing tariffs, or other similar trade related governmental actions shall not be passed through to WSU. The bidder shall bear the risk of any such additional costs and pricing as stated in this Agreement and its attachments shall remain firm.

- 4.19 Non-Disclosure Agreement and Confidentiality:** Proposals must include an executed Mutual Non-Disclosure Agreement ("NDA"), signed by Bidder's duly authorized representative. The NDA is attached to this RFP as Attachment Proposals received without an NDA will not be considered. Bidders acknowledge and agree that any information provided to it as part of this RFP that meets the definition of PROPRIETARY INFORMATION therein shall be treated in accordance with the terms of the executed NDA. Each individual providing services under this Bid, or any related contracts or work orders will be required to sign a confidentiality agreement at least as restrictive as the one attached and before they are granted access to WSU information.
- 4.20 Audit:** WSU reserves the right to conduct or cause to be conducted an audit of Records and/or work performed under this Agreement. WSU will give Contractor reasonable notice of the intention to conduct an audit and Contractor will cooperate with WSU as necessary.
- 4.21 Rights in Intellectual Property:** The Parties expect that Seller will have to create logic and other digital workflows to perform the Work under this Agreement ("Workflows"). Workflows may include, but are not limited to, documentation, specifications, parameters, and other source code. The definition of Workflows explicitly does not include any Buyer-Provided Intellectual Property, which is defined as any intellectual property, technical data, or other information owned by or provided by Buyer to Seller under this Agreement, and which shall remain the exclusive property of Buyer.

Seller shall retain all rights in, title to, and ownership of Workflows. Seller grants to Buyer a non-exclusive, royalty free, irrevocable license to use, copy, and/or modify the Workflows for any purposes. Excluding the aforementioned Workflows, Seller hereby assigns to Buyer all rights in, title to, and ownership of patents, trade secrets, technical data, and other intellectual property created, conceived, or first reduced to practice under this Agreement. This specifically includes, but is not limited to, original works of authorship fixed in any tangible form, including software and software improvements, enhancements, derivative works and mask works, whether specially ordered or commissioned, made by Seller alone or jointly with others in connection with the Agreement. Seller further warrants that it will obtain such rights and title, on Buyer's behalf, from all employees or subcontractors in a way that facilitates Seller's transfer of such rights and title to Buyer or Buyer's assigns.

Seller shall not incorporate any data or other intellectual property which was not first produced in the performance of the Agreement into Products delivered under the Agreement unless Seller: (1) arranges for and provides to Buyer and Buyer's customers at any tier a non-exclusive, irrevocable license for unlimited use and disclosure of the data or other intellectual property sufficient to allow Buyer to comply with its obligations to its Customer; or (2) receives prior approval from Buyer to incorporate such data or intellectual property.

Party's Name, Trademarks, and Images: Nothing in this Agreement permits either Party to use publicly or with any third parties other Party's name, trademarks or Party-owned images. Each Party can only receive the right to use such names, trademarks, or images through a separate agreement with the other Party. If a Party receives such a right to use other Party's names, trademarks, or images, such use must be consistent with originator Party's usage guidelines, which will be provided if and when Party is permitted to use other Party's names, trademarks, or images.

- 4.22 Warranty:** Seller agrees, to the best of its knowledge, all services provided to be performed at a level of skill consistent with research being performed by a state educational institution. The aforesaid express warranties shall be in addition to any standard warranty or guarantee of Seller, shall be construed as conditions as well as warranties and shall not be exclusive. All warranties shall run to Buyer, its successors, assigned customers, and the users of the Products. Seller agrees to replace or to correct promptly without expense to Buyer, including transportation and handling costs, any Products not conforming to the foregoing requirements when notified by Buyer during a period of twelve (12) months after the Product is placed in service or within twenty-four (24) months of when the Product is delivered to Buyer, whichever is earlier. If Seller, upon notice of any defect, fails promptly to correct or replace Products as required herein, Buyer may, without further notice, correct or replace such Products and Seller agrees to reimburse Buyer for all costs incurred thereby, which shall not exceed the value of the original Purchase Order. Products that have been rejected, shall not thereafter be tendered for acceptance unless the former rejection and correction is identified and approved by Buyer. Repaired or replacement Products shall be subject to the provisions of this article to the same extent as the original supplies. All warranties shall then run from the latter delivery date. Seller shall obtain from its suppliers, subcontractors, and vendors sufficient warranties to ensure that the entire Product, as delivered to Buyer, is covered by a warranty that complies with the terms of this Agreement. Seller warrants that to the best of its knowledge, information, and belief, the prices charged for supplies/services covered by the Agreement are not in excess of the prices permitted by any applicable law or regulation.

**4.23 Liens:** Seller shall immediately discharge or cause to be discharged any liens or the right in rem of any kind, other than in favor of Buyer which at any time exists or arises in connection with Products furnished under the Agreement. If any such lien or right in rem is not immediately discharged, Buyer may discharge or cause to be discharged such lien or right at the expense of Seller. Seller agrees to insert this clause in any subcontracts issued hereunder.

## ATTACHMENT 5:

### MINIMUM QUALIFICATIONS AND PERFORMANCE SPECIFICATIONS

- 5.1 Certification of Specifications Compliance** Bidder shall have proper certification(s) and/or license(s) to distribute or provide the goods and/or services at the time the bid is submitted. By submission of a bid response and the signatures affixed thereto, the Bidder certifies all products and services proposed in the solicitation meet or exceed all requirements of specifications as set forth in this RFP.
- 5.2 Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the Bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful Bidder and Wichita State University. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
- 5.3 Drugs Prohibited:** The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance or illegal drug by an employee of Bidder or any approved subcontractor while performing Services on the Premises is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for termination of the Contract. Pursuant to [WSU Policy 11.11](#), smoking is prohibited on WSU grounds and in WSU buildings, residence halls, apartments and enclosed structures.
- 5.6 Overall Expectations:** The install locations shall be left with a neat, clean, and attractive appearance. Bidder shall impress upon employees the idea that the specifications are the minimum expected of Bidder. If extra effort is required in any area at any time, it is expected without argument or extra charge.
- 5.7 Schedule of Warranty/Service:** All Services shall be performed between the hours of 7:00 AM and 4:00 PM CST, Monday through Friday. Weekend or after regular hours may be utilized if situation requires. Services shall be scheduled by contacting the designated department contact for WSU, as designated in the Contract. Services are to be proactively scheduled on the part of Contractor; WSU shall not have the responsibility of scheduling these inspections or contacting Contractor to remind of this requirement.
- 5.8 Employee and Qualifications:** All persons employed to perform these services shall be an employee or an authorized subcontractor of the Bidder, have received sufficient training, and at least 18 years of age. The Bidder 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. Bidder must comply with all federal, state, city and local laws, rules and regulations as it relates to its employees, agents, 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. Bidder 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.
- 5.9** Further, because the services performed by Bidder 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 Bidder 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.
- 5.10** Each individual performing services at a NIAR location, may be required to sign a "Non-Disclosure Agreement" and/or "Personal Acknowledgement Form for External Access to WSU Controlled Spaces", in substantially the same form as those attached here to as **Appendices A and B**.
- 5.11** Contractor shall provide security information to university representative for access and escort requirements. Information shall be provided at least 14 days prior to work.  
a) Company name and names of workers  
b) Dates of scheduled work.
- 5.12 Restrictions on Use:** Bidder's 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.
- 5.13 Availability; Support:** The Bidder must provide designated WSU Staff a list of established office hours and a toll-free telephone number for the Contractor's point of contact. In addition, Bidder must provide a description of the technical support, customer service, and/or help desk hours and procedures (e.g. 24/7 Tech Support, help desk ticket system, etc.).

- 5.14 Security:** The Bidder must obtain written permission from WSU before employing any subcontractors to assist the Bidder in performing the required Services.
- a. All Bidder's employees will be required to sign in and out daily on a log provided by WSU.
  - b. A NIAR issued visitor badge will be issued to all employees, agents, and subcontractors granted access to the facility. This badge shall be worn by the employee at all times when on the premises. 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.
  - c. Furthermore, WSU, at its option and in its sole discretion, may verbally direct the immediate removal of the Bidder or any employees from the subject office space, if deemed to be in the best interest of WSU. Bidder may not resume performance without written permission from WSU.
- 5.15 Ongoing Litigation:** Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide the Services.

## **STATEMENT OF WORK**

WSU/NIAR is soliciting vendors for One (1) LED Cave System(s). We are interested in obtaining pricing information for two (2) additional systems that may be awarded at a later date. Please provide detailed pricing for the initial system and separate estimates for the potential future installations.

### **TAA Compliance Requirement**

For all system components listed and any equipment required for operation but not listed by make/model, TAA compliance is mandatory where possible. All proposed components or systems shall be accompanied by TAA compliance documentation. All TAA compliance documentation (or lack thereof) will be reviewed prior to awarding any bid. All non-TAA hardware must be clearly indicated for review.

### **Vendor Services**

#### **A. Design**

Vendor will work with NIAR/WSU to verify or refine system design. Vendor will also provide services to design any custom hardware specific to this configuration that is not a readily available product, specifically regarding mounting of transition columns and third-party tracking camera systems if mounts are not available.

#### **B. Manufacturing**

The vendor will provide manufacturing or subcontracting services where necessary to deliver any custom hardware required for system installation.

#### **C. Installation**

Vendor will provide hardware and structure installation services at remote facility of partnering organization. The vendor should allocate an installation period for up to one week and will be expected to provide personnel who will meet the compliance and security requirements to work within ITAR/CUI secured spaces.

#### **D. Software**

The only software requested under this proposal is software from hardware OEMs required to configure and operate the individual components utilized in the system. No additional or optional software is currently requested.

#### **E. CAVE Configuration**

The CAVE configuration will be as follows. Mockups of this system are shown in Figure 1 and Figure 2. Dimensions in Figure 1 are representative of preferred size to fit physical space constraints.

- Installation
  - System installation will be permanent
  - Center Wall
    - 6 cabinets wide by 7 cabinets tall, installed on vertical support columns.
  - Side Walls
    - Two walls, 4 cabinets wide by 7 cabinets tall. Side walls mounted directly to wall or constructed framing.
  - Side Wall Transitions
    - 4 total columns, 2 per side, 2 cabinets wide by 7 cabinets tall, each column angled 15 degrees relative to adjacent wall.

F. Hardware Information-The following represents hardware requested for the LED Cave System(s).

- LED CAVE System (Configuration Pictured Below)
  - 126x Pensar TFP Luminosity 1.2mm TAA LED Cabinets (Flip Chip COB)
  - Video Processing/Control System and all required hubs and receiving cards required to facilitate 3D rendering at a minimum of 120Hz (60Hz per eye/input channel). The system should be compatible with dual-channel 3D configuration (1 DisplayPort connection per eye/channel).
  - Input cards must be Display Port (DP) 1.2.
  - Mounting hardware & structure to facilitate mounting in corner of room (see figured below)
    - This may include custom mounting frames built onto the surface of wall.
  - Mounting adapters to facilitate angled cabinet connections
  - Mounter adapters to facilitate telecom equipment installation (if necessary) and tracking cameras that will be acquired by NIAR/WSU.
  - Cosmetic trim panels where appropriate
- 20x Pairs XPand Vision RF X105 Active 3D Glasses (Equivalent/Better Acceptable)
- 1x XPand Vision AE125-RF-Emitter Pro (Equivalent/Better Acceptable)
- QSC Core 8 Flex Audio Processor or equivalent
- QSC SPA-QF60X2-NA or equivalent
- 2x RENKUS-HEINZ TX 62 Speaker or equivalent
- SHURE MXA710B-4FT-TA or equivalent
- All Cables, Connectors, Equipment, and Structure elements required to construct the system shown in the mockup imaged below.

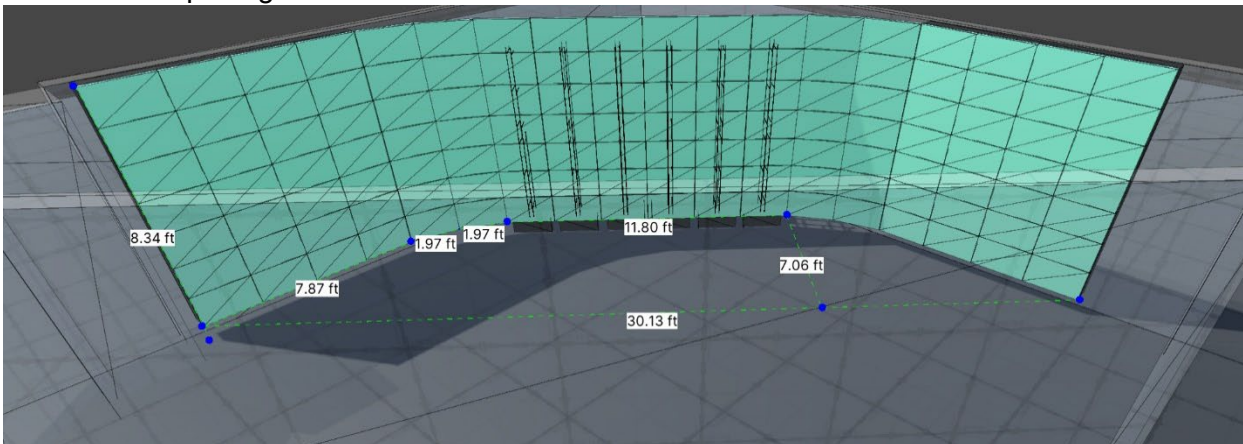
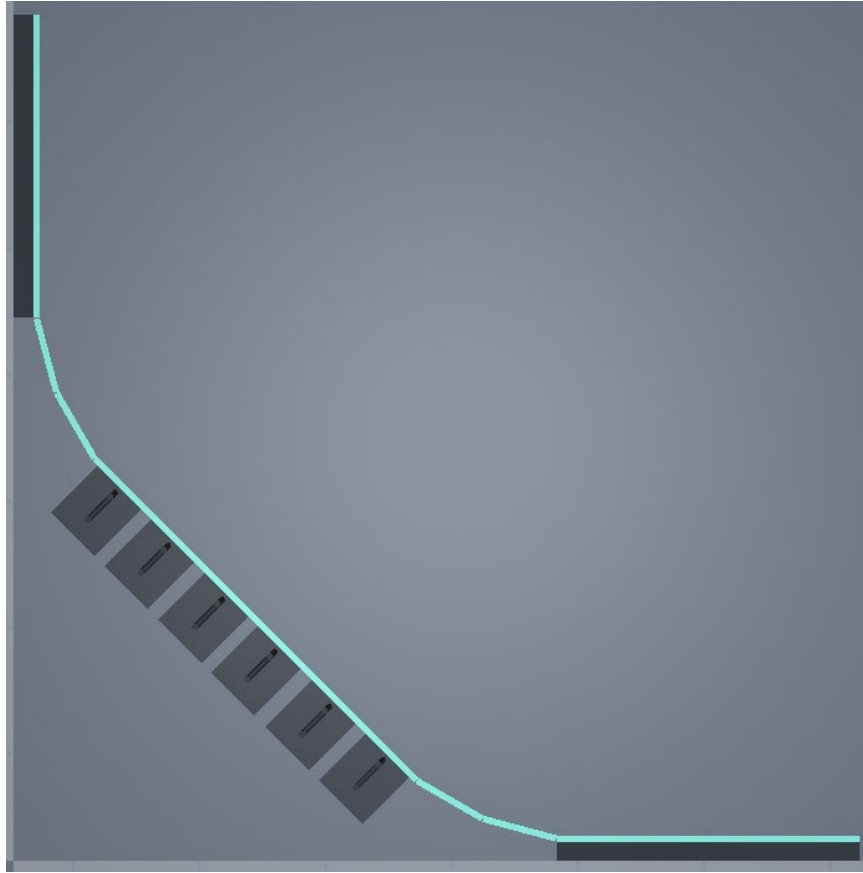


Figure 1: CAVE Mockup



*Figure 2: CAVE Mockup*

**NAME ("Receiving Party"):** \_\_\_\_\_

**DEPARTMENT ("Workgroup"):** \_\_\_\_\_

**Effective Date.** The Receiving Party understands and agrees that this agreement shall be effective as of the date of last signature below.

**Non-Disclosure.** As a contractor ("Receiving Party") contracted by Wichita State University ("WSU"), I acknowledge that I have and will receive access and/or knowledge of Confidential Information (as that term is defined below) belonging to WSU and/or third parties. I agree, as a condition of my continued contract with WSU, and in addition to my duties, obligations and restrictions set forth by WSU policies and procedures and as otherwise set forth in my contract with WSU, to not directly or indirectly share, disclose, discuss, use or transfer to any other individual or entity any Confidential Information, except (1) to WSU employees or WSU authorized contractors working in the same Workgroup who have a need-to-know in the performance of the work; (2) as authorized by this Agreement; (3) as authorized in advance in writing by WSU; or (4) as authorized in advance in writing by an authorized employee or agent of the third party when the authorized use, disclosure or transfer is limited to third party Confidential Information. I also agree to exercise a reasonable degree of care to prevent unauthorized disclosure of Confidential Information. I also agree that I will not reverse engineer or attempt to reverse engineer (either by myself or through a third party) any Confidential Information, except as expressly authorized by the owner of the Confidential Information. I understand that the Confidential Information that I have access to or knowledge of may be subject to a confidential agreement entered into between WSU and a third party and I agree to abide by all non-disclosure and restrictive use terms of such agreement. I agree to immediately notify my immediate supervisor and next-level supervisor of any intentional or unintentional disclosure of Confidential Information that I know or believe occurred or may have occurred by me or anyone else.

**Confidential Information.** "Confidential information" shall include, but is not limited to, the following types of information and other information of similar nature (whether or not reduced to writing) related to any WSU student or employee; complaints, grievances, or reports made by any WSU student or employee or third party; police reports; personnel files; litigation files or documents; all draft WSU policies, procedures, and processes; student, faculty, and staff records; OIEC records and complaints; FERPA and HIPAA protected information; threatened, pending and closed litigation and agency action information; any information relating to OIEC personnel, procedures, and files; media plans; communication drafts; departmental reports and disclosures; financial information; and business operations. Confidential Information shall not include information that has entered the public domain through no fault of WSU or me.

**Term.** I agree to comply with the terms of this agreement as it relates to the non-disclosure of Confidential Information: (1) for a period of ten (10) years from the last date of disclosure of the Confidential Information; or (2) until the Confidential Information has been introduced or made available to the general public by WSU or the party owning such Confidential Information, whichever is later. I understand the obligations of this agreement shall survive the termination of my employment from WSU.

**Liability.** I understand that any violation of the terms of this agreement may subject me to action, up to and including immediate termination of my contract with WSU. In the event that I disclose any Confidential Information in violation of this agreement, I agree that I am liable, without limitation, for any and all costs, claims, and damages (including, but not limited to, any special, indirect, incidental, and consequential damages, and reasonable attorneys' fees and costs) sustained by WSU or any third party as a result of the disclosure. I agree that any disclosure in violation of this agreement will cause irreparable injury to WSU and/or to a third party, and accordingly I agree that in addition to any and all other remedies available, WSU shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations in this agreement, without the necessity of posting bond.

**Disclaimer of Rights and Restrictions.** I understand that nothing in this Agreement, nor any act of disclosure of Confidential Information, shall be construed as a grant or transfer of any right or license under any patents, copyrights or trade secrets pertaining to such Confidential Information. I further understand that nothing in this Agreement shall be construed as creating an employment contract or a guarantee of employment for any specific duration. I further understand that nothing in this Agreement shall be construed as prohibiting or restricting me from lawfully reporting fraud, waste or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information or disclosing a trade secret for the purpose of reporting or investigating a suspected violation of law in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833).

**Compliance with Export and Import Laws.** I agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technical data that is subject to export controls under export regulations. I further grant WSU permission to provide my name and country of citizenship to any customer or agency who requests this information as may be required for the purpose of fulfilling the terms of an agreement entered into between WSU and the customer.

**Choice of Law.** This Agreement shall be governed by and interpreted under the laws of the state of Kansas.

**By my signature below, I agree that I have read, understand, and shall abide by the terms and conditions of this Agreement.**

\_\_\_\_\_  
Signature of Receiving Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Job Title



**Personal Acknowledgement Form for External Access to WSU Controlled Spaces**

By signing below, I understand and acknowledge each of the following:

1. Pursuant to WSU policy and facility and technology control plans, any and all non-U.S. persons are permitted on IDP premises only through approval by the WSU Office of Export Controls & Compliance.
2. I will only be on-site at WSU for the following timeframe: \_\_\_\_\_. If there are any alterations in plans, I will reach out to [exportcontrols@wichita.edu](mailto:exportcontrols@wichita.edu) for confirmation and permission.
3. I will not take any videos, recordings, or photographs in buildings during my visit.
4. I submit to a restricted party screening before coming on-site by submitting my full legal name, date of birth, and nationality to my WSU supervisor prior to my arrival.
5. I must have only controlled, limited access to any IDP facility, digital, and physical spaces. I must be escorted and accompanied by WSU or IDP personnel at all times.
6. I must wear, at all times on the premises, the appropriate badge or indicator that identifies me as a visitor and, the badge of any non-U.S. person must also indicate that information.
7. I have been notified that I may only participate in and have access to results, data, technology, spaces, or research that I am allowed to per facility plan and federal export regulation. Access to WSU or external company proprietary or confidential information will be avoided unless the information has previously been determined to be not restricted for disclosure to me via ITAR, EAR, or other regulations. The Export Controls & Compliance Office ([exportcontrols@wichita.edu](mailto:exportcontrols@wichita.edu)) can assist in this determination if it is necessary for the individual to have access to company confidential or proprietary information; however, at this time, the noted personnel cannot have access to WSU or external company proprietary or confidential information.
8. Any release of Export-Controlled and/or External Party Confidential/Proprietary information to a non-US Citizen at ASTEC is subject to both U.S. Export Control Regulations and internal compliance measures. Release may constitute a deemed export, which may furthermore require a license. Any release of such technical information or data to a non-US citizen must first be approved and vetted through the WSU Export Controls & Compliance Office ([exportcontrols@wichita.edu](mailto:exportcontrols@wichita.edu)).

**I have read, understood, and will follow the provisions listed above:**

WSU Visitor:

<b>Signature:</b>		
<b>Name:</b> Click here to enter text.	<b>Date:</b> Click here to enter a date.	
<b>I am a U.S. Citizen:</b>	<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
<b>If not a U.S. Citizen, Please indicate country of citizenship:</b> Click here to enter text.		

*If you have any comments or questions about this form, please reach out to the Export Compliance Office at [exportcontrols@wichita.edu](mailto:exportcontrols@wichita.edu).*

**Please reference the enclosed  
Appendix C -Cost Sheet**

Bidders Name: \_\_\_\_\_

<p>Company Name: _____</p> <p>Contact Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>E-Mail: _____</p>
<p>Company Name: _____</p> <p>Contact Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>E-Mail: _____</p>
<p>Company Name: _____</p> <p>Contact Name: _____</p> <p>Address: _____</p> <p>Telephone: _____</p> <p>E-Mail: _____</p>

## ATTACHMENT 6: TAX DOCUMENTATION AND INSURANCE

All suppliers new to WSU are required to submit a completed tax ID form to the Office of Purchasing as confirmation of their business identity. This information is used to build supplier profiles in the three databases that support encumbrances from our electronic requisitioning system. A scanned image of your tax ID form will be included in the profiles. Please submit documentation with your proposal.

**NOTE: Insurance requirements are dependent on the type of particular project being bid. Bidder's may inquire with the Office of Purchasing for more information on insurance requirements.**

All Bidders will submit proof of the following required insurance to WSU with their proposal:

1. **Comprehensive General Liability Insurance.** Bidder shall maintain comprehensive general liability insurance with limits not less than one million dollars (\$1,000,000.00) for each occurrence involving bodily injury and property damage, a general aggregate of two million dollars (\$2,000,000.00) and products-completed operation aggregate of one million dollars (\$1,000,000.00). Such coverage must include premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
2. **Comprehensive Automobile Liability Insurance.** Bidder shall maintain comprehensive automobile liability insurance with limits not less than five hundred thousand dollars (\$500,000.00) for bodily injury and property damage combined, and must cover all owned, non-owned or hired vehicles of Bidder.
3. **Worker's Compensation Insurance.** Bidder shall maintain one hundred thousand dollars (\$100,000.00) in employer liability coverage and worker's compensation insurance as required by Kansas law.
4. **Property Insurance.** Bidder shall maintain insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) to cover all sums, which Bidder will legally be liable to pay be reason of liability for damages to or destruction of WSU property, including the loss of use thereof.
5. **Employees Liability.** Bidder shall maintain employer's liability insurance with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

All insurance shall be maintained at bidder's sole expense. Insurance and bonds must be with a Contractor or companies qualified to do business in Kansas or in the state where the Services are being performed, as acceptable to WSU, and written on the standard approved certification forms. Bidder must furnish a certificate showing that such insurance upon execution of any Contract and no less than annually thereafter.

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 Bidder, its agent, representatives, and employees.



## ATTACHMENT 7: BIDDER SIGNATURE SHEET

**INSTRUCTIONS TO BIDDER:** Please respond to all questions below. If you intend to rely on any marketing materials or separately submitted proposal document in response to any of the below questions, please reference such materials in response to the relevant question and provide that material along with your responses. Mark any information that is proprietary or business trade secrets as "CONFIDENTIAL."

1. RFP Name:			
2. Bidder Legal Name:			
3. FEIN Number:			
4. Any Other Relevant Name under which Bidder Operates:			
5. Bidder Parent Contractor, if any:		Corporation <input type="checkbox"/>	
6. Identify Corporate Structure:		Limited Liability Contractor <input type="checkbox"/>	
		Not for Profit <input type="checkbox"/>	
		Other <input type="checkbox"/> Describe:	
7. Address:			
8. Main Telephone Number:			
9. io Person if Awarded Bid:	Name:		
	Title:		
	Phone Number:		
	E-Mail:		
10. Do you certify that this Proposal meets the Minimum Qualifications & Performance Specifications set forth in Attachment 5? If no, provide written explanation and attach.		Yes <input type="checkbox"/>	No <input type="checkbox"/>
11. Do you acknowledge that you have received all Attachments referenced in this RFP and have, as of the time of submission, reviewed the Purchasing Website for any supplemental terms or amendments?		Yes <input type="checkbox"/>	No <input type="checkbox"/>
12. 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		
	Phone Number:		

By my signature below, I hereby certify that this Proposal is being submitted on behalf of the person, Contractor, organization or entity identified above, that I have the authority to submit this Proposal and all certifications, is in accordance with the RFP specifications set forth herein and is a complete and accurate statement of skills, qualifications, service guarantees and costs. I further hereby certify that I do not have and am unaware that Bidder has 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.

**Name of Authorized Official:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_