

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

RFP Number:	Wichita 100018
RFP Issuance Date:	Wednesday, January 14, 2026
RFP Question Deadline:	Friday, January 30, 2026 @ 5:00pm CST
RFP Closing Date:	Friday, February 17, 2026 @ 2:00pm CST (Zoom Public Reading)(PW: 315578)
Procurement Officer:	Robby Murray 316-978-5185 purchasing.office@wichita.edu Wichita State University Office of Purchasing 1845 Fairmount, Campus Box 38 Wichita, KS 67260-0038
Item / Service:	WSU / FHSU School of Dental Medicine Financial and Strategic Feasibility and Consulting Services
Agency:	Wichita State University (“WSU” or “University”)
Agency Location:	Wichita State University Office of Academic Affairs 1845 Fairmount Street Wichita, KS 67202
Period of Contract:	The term of this contract is from date of award until all contractual obligations have been satisfied by the contractor
Guarantee:	No Monetary Guarantee Required
RFP Scope:	WSU, in consultation with Fort Hays State University (“FHSU”) is issuing this Request for Proposal (“RFP”) to solicit proposals (“Proposals”) from qualified firms to provide study, consulting, and design services as outlined in this RFP to support a new Dental School in Wichita, Kansas, with potential satellite location in Western, Kansas
Procurement Type:	Sealed Bid (See Section 3.1.1)

This RFP (Number Wichita 100018) was posted to WSU Office of Purchasing Internet website and may be downloaded at: www.wichita.edu/purchasing.

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

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SECTION 1: EXECUTIVE SUMMARY

WSU, in consultation with Fort Hays State University (“FHSU”), is seeking proposals from qualified dental education consulting firms to provide strategic, academic, operational, financial, and facility advisory services to inform a new dental school. This initiative builds upon the University’s existing strengths in dental and oral health education, clinical training, and community service.

WSU currently offers a comprehensive suite of dental-related academic and clinical programs housed within the College of Health Professions. These include an accredited Bachelor of Science in Dental Hygiene (entry-level), an online Bachelor of Science in Dental Hygiene degree completion program for licensed professionals, and a one-year Advanced Education in General Dentistry (AEGD) postdoctoral residency. Together, these programs provide a strong foundation in oral health education, interprofessional collaboration, and clinical practice.

The University also operates established patient-serving clinical facilities, including a dental hygiene clinic and a general dentistry practice, which support both student training and community oral health needs. These clinics provide meaningful experience in preventive, restorative, and comprehensive dental care while advancing WSU’s mission of applied learning and public service. WSU’s dental hygiene programs are accredited by the Commission on Dental Accreditation (CODA), demonstrating compliance with national educational and clinical standards.

Through this RFP, WSU seeks expert guidance to evaluate the feasibility, structure, and strategic alignment of a new dental school that complements and expands upon its current oral health offerings. The selected consultant(s) will be expected to assess academic program models, accreditation pathways, clinical education infrastructure, faculty and workforce needs, financial sustainability, governance considerations, and alignment with regional and statewide oral health workforce demands, such work to be performed in three phases as further detailed in Attachment 3.

The goal of this engagement is to provide University and statewide leadership with a clear, data-informed roadmap to support decision-making regarding the establishment of a dental school that advances educational excellence, addresses access to care, and strengthens WSU’s role as a leader in health professions education.

SECTION 2: INSTRUCTIONS AND CONDITIONS TO BID

- 2.1 Bid Specifications:** Bidder must be able to meet all bid specifications, minimum qualifications, and performance specifications set forth in this RFP.
- 2.2 Bid Proposal:** Bidder’s Proposal must comply with Section 4: Proposal Instructions and Requirements.
- 2.3 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.
- 2.4 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.

- 2.5 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".
- 2.6 No Bid Revisions:** No additional revisions to Proposals shall be made after the Closing Date unless requested by WSU.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 2.10 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 good 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, use, and federal excise taxes for direct purchases made in Kansas. These taxes should not be included in the Bidder's price quotations.
- 2.11 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).

SECTION 3: PROCUREMENT TYPE, PROCESS, AND SELECTION

- 3.1 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.
 - 3.1.1** 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.
 - 3.1.2** 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.

3.1.3 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.

3.2 **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).

PNC COMMITTEE:	
Monica Lounsberry, Senior Executive Vice President and Provost	Ashlie Jack, Vice Provost for Academic Affairs
Mathew Muether, Associate Vice Provost Faculty Affairs	Zach Gearhart, Chief of Staff and Executive Director of Government Relations
Jory Boyd, Director of Purchasing	Robby Murray, Sr. Purchasing Agent

3.3 **Appearance Before Committee:** The PNC may award to a selected 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.

3.4 **Pre-Proposal Zoom Conference:** No Pre-Proposal Zoom conference is scheduled for this RFP.

3.5 **Pre-Proposal On-Site Visit:** No Pre-Proposal on site visit is scheduled for this RFP.

3.6 **Pre-Proposal Questions:** Questions requesting clarification of the RFP, if allowed, must be submitted in WRITING to the Procurement Officer electronically through Unimarket Supplier Portal, via the “Messages” Tab, prior the RFP Question Deadline indicated on the RFP Cover Page. Bidders who are unable to submit their questions through the Unimarket Supplier Portal must contact the Procurement Officer identified on the RFP Cover Page for assistance.

3.7 **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.

3.8 **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:

3.8.1 Proposal Cost (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);

- 3.8.2 Proposal Timeline;
- 3.8.3 Proposal Alignment with Objectives, Deliverables, and Timeline;
- 3.8.4 Ability to agree to the terms and conditions set forth in Section 5: Award and Contract Provisions without material modification;
- 3.8.5 Any prior experience providing the services to WSU prior to Proposal;
- 3.8.6 Documented experience in providing the same goods and/or services to any third party;
- 3.8.7 Qualified staff and/or contractors;
- 3.8.8 Adequacy and completeness of Proposal; and
- 3.8.9 Compliance with the terms and conditions of the RFP.

3.9 Proposal Disclosures:

- 3.9.1 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

- 3.9.2 Copies of individual Proposals may be obtained 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 to reproduce the documents. 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.

3.10 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.

**SECTION 4:
PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

4.1 Proposal Form & Certifications:

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

4.1.3 The Proposal will be evaluated in light of the material and substantiating evidence presented in the Proposal, not on the basis of what may be inferred.

4.2 **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

4.3 **Early Proposals:** 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.

4.4 **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.

4.5 **Parties to Contract:** Proposals shall be submitted in manner that allows WSU-controlled affiliated corporations to enter into similar agreements subject to the same or substantially similar terms and conditions. WSU controlled affiliated corporations include Wichita State University Intercollegiate Athletic Association, Inc., Wichita State University Union Corporation, Wichita State University Innovation Alliance, Inc., and WSIA Investments Corporation.

4.6 **Content of Proposals:** All Bidders shall include the following information as part of their Proposal:

4.6.1 Company Overview and Qualifications. Provide a narrative description of your company, including capacity to provide the goods and/or services set forth in this RFP. 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.

4.6.2 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.

4.6.3 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.

4.6.4 Information Regarding Personnel and Staffing Plan. If this RFP involves the provision of services, provide a list of personnel to be used to perform the Services, including such personnel's qualifications, work experience, education, accomplishments, and any other relevant information demonstrating level of experience. Provide a staffing plan, which describes the number of personnel anticipated to be assigned, as well as the number of man-hours anticipated, and the methodology that will be utilized to provide the Services.

4.6.5 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.

4.6.6 Refunded, Credited or Discounted Fees. Describe any circumstances where WSU would receive a refund, credit, or discount of the proposed fees.

4.6.7 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).

4.6.8 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 requirements set forth in Attachment 3: Description of Services and Performance Specifications that Bidder believes are necessary.

4.6.9 Ongoing Litigation. Discuss any current local, state or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the Bidder to provide the goods and/or service.

4.6.10 Tax Clearance. WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals which exceed \$25,000 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.

4.6.11 Immigration Reform. The Bidder agrees, if awarded a Contract, it shall comply with the Immigration and Reform Control Act of 1986 ("IRCA"), 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.

4.6.12 Fees for Services. Bidder must 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.

4.6.13 References. Complete Appendix D: References in its entirety by identifying three (3) references that have used Bidder to complete the same or similar services within the last five (5) years, including a contact person with a telephone number and email address.

4.6.14 Exceptions to Terms and Conditions. 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.

4.6.15 Tax Documentation and Insurance. Provide an affidavit or certificate demonstrating compliance with any requirements set forth in Attachment 6: Tax Documentation and Insurance.

4.6.16 Bidder Signature. Complete and execute Attachment 8: Bidder Signature Sheet

4.7 Submission of Proposals: Proposals must be sent / delivered so that they are received by WSU no later than the RFP Closing Date indicated on the RFP Cover Page. WSU's preferred method of submission is through our eProcurement System – Unimarket Supplier Portal.

4.7.1 One (1) electronic version of the Bidder's Proposal, including literature and other supporting documents, shall be entered/uploaded into the Unimarket Supplier Portal.

- 4.7.2** The Bidder shall include the required Proposal attachments to their RFP response in Unimarket.
- 4.7.3** Bidders must respond to the registration link to access the bid request. Click on “Join”. [Link to bid](#) Once you are registered you can sign in to view the bid request.
- 4.7.4** The following [link](#) provides instructions on “Accessing and Joining” the bid.
- 4.7.5** For any additional assistance, please see the full catalog of [Supplier Help](#) topics including additional information about the bid process in Unimarket.
- 4.7.6** For Sealed RFP Solicitations: In Unimarket, where it references to “Create Quote”: The “Quote” tab provides the primary details about your submission for the bid request. This is where you can attach the RFP and any supporting documentation. If additional information is required as part of the bid request, the additional requirements will populate on the Sections tab, where any mandatory questions can be answered.
- 4.7.7** All emails or communications transmitting Proposals shall contain, for identification, the title, the RFP Number, and the Subject of the RFP.
- 4.7.8** An Adobe PDF document type is preferred, but Microsoft Word, Excel, JPEG, and other formats will be accepted.
- 4.7.9** Bidders will be contacted if additional information is needed.
- 4.7.10** Pricing must be submitted electronically via Unimarket.
- 4.7.11** Bidders who are unable to submit their Proposal through the Unimarket Supplier Portal must contact the Procurement Officer identified on the RFP Cover Page for assistance.
- 4.7.12** Hand delivered Proposals are not authorized without prior approval.
- 4.7.13** Late Proposals will not be considered a valid Proposal and will not receive consideration.

- 4.8** Modification of Proposals: A Bidder may modify a Proposal electronically by email or by DropBox transmission at any time prior to the closing date and time for receipt of proposals.
- 4.9** 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 5: AWARD AND CONTRACT PROVISIONS

The provisions outlined in this section set forth the contractual terms and conditions that will govern the relationship between WSU and the successful Bidder (for purposes of this Section 5, the successful Bidder is referred to as “Contractor”). By submitting a Proposal, each Bidder acknowledges and agrees that, if selected for award, it will be required to enter into a contract (“Contract”) incorporating the provisions below. These provisions are non-negotiable unless otherwise expressly stated and are intended to ensure compliance with applicable federal and state laws, regulations, WSU policies, and sponsor requirements (if applicable). The successful Bidder’s obligations will include, but are not limited to, the performance expectations, compliance requirements, and flow-down clauses detailed herein.

- 5.1** **Award:** Bidder’s Proposal is not deemed accepted by WSU until a Contract is executed between WSU and the Contractor.

- 5.2 **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 this Section.
- 5.3 **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.
- 5.4 **Contract Contacts:** Upon notice of award, WSU and Contractor shall provide contact names and information to enable efficient communication between both parties in furtherance of finalization of Contract.
- 5.5 **Form of Contract:** If a Bidder's Proposal is selected for award, the Bidder will be required to enter into a written contract with WSU (the "Contract"). The Contract may be comprised of the following, as expressly agreed to by the parties:
 - 5.5.1 The WSU Terms & Conditions – Purchase of Goods and Services, which can be found here: <https://www.wichita.edu/administration/generalcounsel/terms-conditions-information.php>, and any agreed upon modifications thereto;
 - 5.5.2 This RFP, including all addenda, attachments, and amendments hereto; and
 - 5.5.3 Bidder's Proposal submitted in response to the RFP.
- 5.6 **Order of Precedence:** In the event of a conflict between the documents listed in Section 5.5, to the extent they are referenced in the contract, the order of precedence shall be as follows:
 - 5.6.1 The WSU Terms & Conditions – Purchase of Goods and Services, which can be found here: <https://www.wichita.edu/administration/generalcounsel/terms-conditions-information.php>, and any agreed upon modifications thereto;
 - 5.6.2 This RFP, including all addenda, attachments, and amendments hereto;
 - 5.6.3 Bidder's Proposal submitted in response to the RFP.
- 5.7 **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.
- 5.8 **Restrictions on Use:** Contractor employees, agents, visitors 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 Services.
- 5.9 **Default on Delivery:** Any Contractor who defaults on delivery as defined in this RFP may, be barred from bidding on any subsequent requests for proposals for a period to be determined.
- 5.10 **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.
- 5.11 **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).

5.12 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.

5.13 Injunctions: Should WSU 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.

5.14 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

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Please refer to the attachments index for all attachments.

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**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 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 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 Bidders and subcontractors prior to awarding a Contract.

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 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 Bidder 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 Bidder hereby certifies without exception that Bidder 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.

Bidder certifies that, should it be awarded a Contract by WSU, Bidder 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 Bidder pursuant to the Contract. Bidder further certifies that it will remain in compliance throughout the term of the Contract.

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

Bidder agrees to include this Certification in contracts between itself and any subcontractors in connection with the good provided and/or services performed under the Contract.

Signature:	
Name:	
Title:	
Date:	

**ATTACHMENT 3:
DESCRIPTION OF SERVICES AND PERFORMANCE SPECIFICATIONS**

PURPOSE

The purpose of this RFP is to engage a qualified firm (or firms) to support the establishment of a School of Dental Medicine (SODM) in Kansas by: (1) conducting a comprehensive financial and strategic feasibility study for the establishment of the SODM; (2) advising on the academic, program and accreditation establishment of the SODM; and (3) budgeting, design, and consulting services for SODM facility design and operation.

BACKGROUND

The 2012 Kansas Board of Regents (KBOR) Dental Report identified a critical shortage of oral health care providers in rural Kansas. Despite various state-level efforts, access remains limited, with only 25% of dentists accepting Medicaid and many nearing retirement. Wichita State University (WSU) and Fort Hays State University (FHSU) are exploring the creation of a new SODM as part of the Wichita Biomedical Campus to address this gap by training providers from rural communities to serve in underserved areas.

WSU and FHSU seek to leverage existing partnerships and infrastructure—such as WSU’s A&P labs and FHSU’s expanding nursing facilities—and establish clinical training sites in Western Kansas, including Federally Qualified Health Centers (FQHCs) and operating businesses. The initiative aims to be a national innovator in rural dental education and to create a sustainable pipeline of providers committed to serving underserved areas.

PHASE OVERVIEW

This Project shall be completed in a phased approach, and Bidders may provide a proposal for one or all of the phases. The phases shall include:

PHASE 1: Project Feasibility, Need and Plan: (1) Conduct a comprehensive financial and strategic feasibility study for the establishment of a SODM in Kansas. This shall include a thorough analysis of existing Kansas expenditures related to oral health, the direct and indirect costs to Kansas taxpayers arising from limited access to oral health care in Kansas, and workforce needs. (2) Identify and organize stakeholder coalition to support comprehensive access to oral health care in Kansas through establishing a new SODM. (3) Develop plan for funding of initiative, to include overall budgetary figures and timeline.

PHASE 2: Academic and Accreditation Planning: Guide academic program development and accreditation planning, ensuring the school meets Commission on Dental Accreditation (CODA) standards and serves the oral health needs of rural and underserved communities. This shall include development of budgets for workforce, equipment, and space needs.

PHASE 3: Facility Needs and Design: Guide and inform on facility needs, including minimum space and specifications and design, ensuring meeting CODA standards, as well as advising on budgetary constraints and marketing and fundraising campaigns.

PHASE 1: PROJECT FEASIBILITY, NEED AND PLAN

Objectives and Deliverables

Bidders shall describe cost and proposed methods to achieve the following objectives and tasks in Phase 1:

1. Evaluate existing state of Kansas expenditures in oral health
2. Model cost and strategic value of a SODM in development of presentation showing feasibility of initiative, and financial, operational and strategic analysis
3. Develop comparative cost-benefit analysis
4. Develop and implement stakeholder engagement plan to establish coalition support among local, state, and regional professionals, supporters, and influencers
5. Develop and support implementation of strategic communications and presentations to support advocacy at state and local levels

PHASE 2: ACADEMIC AND ACCREDITATION PLANNING

Objectives and Deliverables

Bidders shall describe cost and proposed methods to achieve the following objectives and tasks in Phase 2:

1. Take inventory of existing programs, expertise, and facilities to inform the most cost-effective collaborative structure between WSU and FHSU
2. Determine the distribution of program components (didactic, clinical, research) across both campuses
3. Identify needs and opportunities relating to rural health workforce development and specialized care needs (e.g., sedation dentistry, special populations)
4. Outline of the program model and academic structure, including key personnel
5. Outline of admissions model that prioritizes rural applicants and incentivizes practice in underserved areas
6. Accreditation plan, documentation, timelines and compliance strategies to meet CODA accreditation standards
7. Collaborate with WSU's government relations team to explore tuition reimbursement or loan forgiveness programs for graduates serving in rural Kansas
8. Conduct feasibility analysis to determine appropriate cohort size, tuition cost, and admissions cycle, including recommendations from the State of Kansas Tuition Incentive Program study
9. Program development and implementation roadmap

PHASE 3: FACILITY NEEDS AND DESIGN

Objectives and Deliverables

Bidders shall describe cost and proposed methods to achieve the following objectives and tasks in Phase 3:

1. Advise and report on recommended facility needs based on program size and best practices, including educational and clinical facilities and individualized space at FHSU
2. Advise and report on recommended state-of-the-art equipment and technologies to support high-quality education and care
3. Make recommendations on facility options, including build, lease, or existing occupancy opportunities
4. Consult on solicitations for lease, design and/or build
5. Consult on engagements with landlord and contractors

PROJECT TIMELINE

Bidders shall provide proposed Project schedule reflecting Bidder's recommendations for all three phases, and identify, in excel format, concurrent work performed by Bidder. Timeline should also distinguish between work to be performed by third parties. At a high level, timeline should include:

1. Project Kickoff & Initial Data Collection
2. Evaluation of Existing State Investments
3. Cost Modeling for New Dental School
4. Stakeholder Engagement Strategy Development
5. Engagement Plan And Presentation
6. Accreditation Planning
7. Incentive Program Exploration
8. Facility and Equipment Planning

**ATTACHMENT 4:
CONTRACT TERMS AND CONDITIONS**

WSU requires services procured under this RFP be memorialized in a professional services agreement. This section outlines the general terms and conditions that may be contained in the professional services agreement. Bidders are expected to carefully review these terms and conditions. By submitting a Proposal, the Bidder affirms that it agrees to these terms except as identified as an exception in Bidder's Proposal. WSU reserves the right to reject any exceptions identified by the Bidder and award the Project on the condition that such exception be withdrawn. For purposes of this Attachment 4, "Consultant" shall refer to Bidder.

1. Termination. Notwithstanding the right to immediate termination provided in the subsection below, WSU may terminate the Agreement without limitation, upon the provision of thirty (30) days written notice to Consultant.

- 1.1. WSU may terminate this Agreement upon written notice to Consultant, and such termination shall be effective three calendar days from the date of delivery of such notice, should any of the following occur: (i) funds are not available for this Agreement, or if funds are not specifically appropriated for this Agreement in WSU's final budget; (ii) Consultant becomes insolvent or files for bankruptcy; (iii) Consultant fails to deliver the Services within the time specified by this Agreement or any written extension; (iv) Consultant fails to make progress or meet any of the progress deadlines, so as to endanger performance of this Agreement; or (v) if Consultant is in breach of any other term of this Agreement and Consultant fails to cure such breach within five (5) business days of receipt of notice of such breach; or (vi) if, in WSU's sole discretion, the Services provided by Consultant create a risk to the health and safety of WSU or the WSU community including, but not limited to students, staff and visitors.
- 1.2. Consultant may terminate this Agreement following written notice of intent to terminate to WSU and expiration of a fifteen (15) business day right to cure period in the event WSU fails to deliver the Compensation within the time specified by this Agreement or any written extension.
- 1.3. Consultant shall continue all Services not canceled. In the event of cancellation of this Agreement, WSU may require Consultant to deliver to WSU all work in process existing as of the date of cancellation.
- 1.4. Upon termination, WSU shall compensate Consultant for approved Services rendered through the date of notice of termination and Consultant shall immediately return any and all work in process, and all projects, materials or work product to WSU, existing as of the date of notice of cancellation or as otherwise specified by WSU.

2. Relationship of the Parties and Independent Contractor Status. The Parties agree that Consultant undertakes the furnishing of Services pursuant to the terms of this Agreement as an independent contractor. The Parties agree that WSU shall not control or have the right to control what Consultant does and how Consultant performs the work. Nothing in this Agreement shall be construed as creating any type of employment, partnership, or affiliate relationship between the Parties. Neither Party has any responsibility nor liability for the actions of the other Party except as specifically provided in this Agreement. Neither Party has any right or authority to bind or obligate the other Party in any manner or make any representation or warranty on behalf of the other Party. Consultant shall receive no compensation except that set forth in this Agreement and Consultant shall not be entitled to any of the benefits, perquisites or emoluments of employment normally provided to WSU employees.

3. Qualifications; Key Personnel; Subcontracting.

- 3.1. Consultant warrants Consultant, and all personnel assigned by Consultant to perform any Services under this Agreement, are fully trained and qualified to perform the Services required and shall meet all personnel qualifications required by WSU. Consultant shall be responsible to ensure all approved Subcontractors adhere to the same personnel qualifications. WSU may, in its sole discretion and in furtherance of its best interests, refuse any person, including Consultant, Consultant employees, or Subcontractors, the ability to perform Services under this Agreement or on WSU property, and may, upon written request, require any employee or Subcontractor be replaced at any time, with or without cause. Consultant's failure to comply with any such directive

or request shall be considered a failure to perform under the Agreement and subject to immediate termination as set forth in Section 1 above.

- 3.2. Consultant shall not substitute key personnel assigned to this performance of this Agreement without prior written approval of WSU. Key personnel for the purposes of this Agreement are [insert names].
- 3.3. Due to Consultant's unique abilities, Consultant shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of WSU. Consultant shall remain fully liable and responsible for the work to be done by Subcontractor(s) and shall assure compliance with all requirements of this Agreement.
4. **Equipment.** Consultant shall use its own equipment, tools, and supplies, except as required by WSU or as required by a third-party receiving the benefit of Consultant's Services.
5. **Insurance.** Consultant must procure and maintain, at Consultant's expense, during the period of Agreement, the insurance and bonds described herein. Insurance and bonds must be with a company 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. Consultant must furnish a certificate showing that such insurance upon execution of this Agreement and no less than annually thereafter.
 - 5.1. **Professional Liability Insurance.** 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 Consultant, its agent, representatives, and employees. Consultant must furnish certificates of insurance to WSU in the following minimum limits prior to execution of an agreement:
 - 5.2. **Comprehensive General Liability Insurance.** Consultant shall maintain comprehensive general liability insurance with limits not less than \$1 million for each occurrence involving bodily injury and property damage, a general aggregate of \$2 million and products-completed operation aggregate of \$1 million. Such coverage must include: premises operations broad form property damage, completed operations, independent Contractors, and contractual and products liability.
6. **Travel.** Consultant understands and agrees that travel to and from WSU and third-party facilities, and between such facilities, may be necessary for completion of project or scope of work. Such travel shall not be subject to reimbursement except as set forth in this Agreement or as agreed to in advance by the parties.
7. **Indemnification and Hold Harmless.**
 - 7.1. Consultant shall indemnify and hold harmless WSU against any and all loss or damage to the extent arising out of Consultant's performance of Services under this Agreement or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Agreement.
 - 7.2. WSU shall not be precluded from receiving the benefits of any policy coverage or proceeds that an insurance company may carry which provides for indemnification for any loss or damage to property in Consultant's custody and control, where such loss or destruction is to WSU property. Consultant shall do nothing to prejudice WSU right(s) to recover against third parties for any loss, destruction or damage to WSU property.
8. **Disclaimer of Liability:** No provision of this Agreement will be given effect that attempts to require WSU to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of WSU is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
9. **Standards; Compliance with Laws and Policy.** Consultant will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of WSU in accordance with WSU's requirements and procedures, in accordance with the highest standards of Consultant's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the "Applicable Laws"). In addition, Consultant will perform

the Services and conduct all its operations on WSU premises in conformity with all applicable facility and WSU rules. Without limiting the foregoing, Consultant will comply, and cause its employees, representatives, agents, and subcontractors to comply, with all applicable laws and WSU facility rules related to personal health, security, environmental quality, safety, fire prevention, noise, smoking, parking and access restrictions.

- 10. FERPA.** To the extent Consultant receives, generates or maintains educational records related to any WSU student, Consultant agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to WSU and shall limit access to only those employees or agents with a legitimate educational interest. For purposes of this Agreement, pursuant to FERPA, Consultant is hereby designated as a school official with a legitimate educational interest in the educational records of WSU student(s) to the extent that access to the records is required by WSU or Consultant for Consultant to carry out the Services.
- 11. Licenses, Registrations and Permits.** Consultant warrants, represents, and agrees that Consultant and all individuals and subcontractors assigned to provide Services will obtain and maintain, at Consultant's own cost, any and all approvals, licenses, filings, registrations and permits required by Applicable Laws for the performance of the Services for the duration of this Agreement.
- 12. Warranty.** Consultant shall be responsible for all work in this Agreement. Consultant shall make good, at Consultant's expense, as may be necessary, any defective work or unsatisfactory Services rendered.
- 13. Confidential Information.** In the performance of this Agreement Consultant understands that Consultant may receive information that is confidential ("Confidential Information") to WSU. During the term of the Agreement under which Confidential Information is disclosed, and for a period of five (5) years thereafter, Consultant hereby agrees to maintain in confidence all Confidential Information of WSU disclosed to Consultant in connection with Consultant's performance under this Agreement. Consultant agrees not to use, disclose or grant use of such Confidential Information except as required to perform under this Agreement and in any case will only disclose to Consultant's officers or employees who have executed a confidentiality agreement with restrictions as prohibitive as these. Consultant agrees to promptly notify WSU upon discovery of any unauthorized use or disclosure of the Confidential Information.
- 14. Ownership of Work Product and Intellectual Property.**
 - 14.1. Ownership.** All drawings, specifications, reports, studies, analyses, data, models, renderings, plans, designs, shop drawings, working papers, notes, electronic files, and other documents or materials of any kind, whether completed or in progress, that are prepared, developed, or produced by Consultant or any subcontractor or consultant of Consultant in connection with the services performed under this Agreement (collectively, the "Work Product") shall be deemed works made for hire and shall be the sole and exclusive property of Wichita State University ("University"). To the extent any Work Product does not qualify as a work made for hire, Consultant hereby irrevocably assigns, transfers, and conveys to the University all right, title, and interest worldwide in and to such Work Product, including all intellectual property rights therein, without further compensation beyond that provided under this Agreement.
 - 14.2. Delivery.** Upon request by the University, or upon completion or termination of this Agreement for any reason, Consultant shall promptly deliver to the University all Work Product, whether complete or incomplete, in such form as reasonably requested by the University, provided that the University has paid all amounts due and undisputed at the time of termination.
 - 14.3. University Rights of Use.** The University shall have the unrestricted, perpetual, royalty-free right to use, reproduce, modify, adapt, publish, translate, distribute, publicly display, and create derivative works from the Work Product for any University purpose, including but not limited to planning, design, construction, operation, maintenance, renovation, expansion, and future projects, without further approval from or compensation to Consultant.
 - 14.4. Consultant Limitations.** Consultant shall not reuse, republish, or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the University,

except that Consultant may retain copies solely for recordkeeping and professional reference purposes, provided such use does not disclose confidential information or imply University endorsement.

- 14.5. **Liability for Reuse.** The University assumes all responsibility for any modifications to or reuse of the Work Product by the University or third parties not under Consultant's control, and Consultant shall not be liable for claims arising from such modifications or reuse, except to the extent caused by Consultant's negligence or willful misconduct.
- 14.6. **Regulatory Submissions.** Submission or distribution of the Work Product to governmental or regulatory authorities in connection with the Project shall not be construed as a publication or limitation of the University's ownership rights.
15. **Conflict of Interest.** Consultant shall not, absent written consent of WSU, knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of WSU and who are providing Services involving this Agreement or Services similar in nature to the scope of this Agreement to WSU. Furthermore, Consultant shall not knowingly employ, during the period of this Agreement or any extensions to it, any WSU employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with WSU.
16. **Employment Eligibility, Nondiscrimination and Workplace Safety.** Consultant agrees to abide by all federal, state and local laws, rules and regulations regarding (i) employment eligibility and verification, including I-9 and immigration compliance; (ii) prohibiting discrimination in employment; (iii) workplace safety; (iv) sanitation; and (v) food service and equipment. Any violations of applicable laws, rules and regulations shall be deemed a failure to perform under the Agreement and subject to immediate termination as set forth in Section 1 above.
17. **Prohibition of Gratuities.** Neither Consultant nor any person, firm or corporation employed by Consultant in the performance of this Agreement 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.
18. **Compliance.** Consultant certifies that to the best of its knowledge neither it nor any of its principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.6, or otherwise declared ineligible for the award of contracts by any Federal agency. Consultant shall provide immediate written notice to WSU if at any time Consultant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
19. **Retention of Records.** Unless WSU specifies in writing a shorter period of time, Consultant agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. 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. Consultant agrees that authorized federal and state representatives, including, but not limited to, WSU personnel, independent auditors acting on behalf of WSU, WSU and/or federal agencies shall have access to and the right to examine records during the Agreement period and during the five (5) year post-Agreement period. Delivery and access to the records shall be at no cost to WSU.
20. **Use of Marks, Logos and Marketing.** Consultant shall not use the name, logos, insignias or trademarks of WSU, any affiliates of WSU, or any project member, in any publicity, advertising, promotional materials, news release or websites except as set forth in this Agreement or as authorized in writing by WSU in each instance. Consultant may use the name of WSU in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Consultant may also refer to WSU by name and reprint the WSU logo in any internal or governmental report or summary report prepared by Consultant as it relates to the services provided by Consultant to WSU.
21. **Taxes.** Consultant agrees to be responsible for any and all tax consequences of amounts paid to Consultant as an independent contractor by WSU. WSU will withhold no sums from amounts paid to

Consultant, subject to applicable regulations of the Internal Revenue Service and/or the State of Kansas requiring withholding. WSU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Consultant.

- 22. Encumbrances.** Consultant hereby certifies that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Consultant that would conflict with this Agreement.
- 23. Third Party Beneficiaries.** This Agreement shall not be construed as providing an enforceable right to any third party.
- 24. Captions.** The captions and headings in this Agreement are for reference only and do not define, describe, extend or limit the scope or intent of this Agreement.
- 25. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
- 26. Waiver.** Any waiver shall be in writing and provided to all other Parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party hereto.
- 27. Assignment.** This Agreement may not be assigned by Consultant except upon the prior written consent of WSU, and which consent may be withheld or conditioned by WSU as necessary to prevent prejudice to its interests and entitlements hereunder. This Agreement and all rights, privileges and licenses granted hereunder may be assigned by WSU to WSU subsidiaries and WSU supporting organizations. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and assigns.
- 28. State of Kansas Terms.** The provisions found in Contractual Provisions Attachment (Form DA-146a – as modified by WSU), are hereby incorporated into this Agreement and a made part thereof. Any conflict between this Agreement and Form DA-146a shall be governed by Form DA-146a unless expressly stated otherwise herein. WSU may change the Contractual Provisions Attachment at any time in its sole discretion. Such changes shall be effective upon posting of such updates to the web address listed herein. Consultant is responsible for periodically visiting the Contractual Provisions Attachment webpage to review changes, if any. The Contractual Provisions Attachment can be accessed at: <https://www.wichita.edu/administration/generalcounsel/DA-146a.php>

**ATTACHMENT 5:
REPRESENTATIONS AND CERTIFICATIONS**

By submitting a Proposal, Consultant hereby certifies the following:

- 5.1** All goods and services proposed in this RFP meet or exceed all requirements of specifications as set forth in this RFP.
- 5.2** The response to this RFP, together with the specifications set forth herein and all data submitted by the Consultant 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 Consultant and WSU. 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** Consultant 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 Consultant at no additional cost to WSU.

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 the Proposal.

All Bidders must affirm compliance with and submit, with their Proposal, proof of compliance with the Insurance Requirements set forth in the WSU Supplemental Terms AD-01: WSU Insurance Requirements, which can be found here: <https://www.wichita.edu/administration/generalcounsel/terms-conditions-information-ad-01.php>.

ATTACHMENT 7:
COST SHEET BY PHASE

Bidder Legal Name: _____

RFP Number: _____

Date: _____

A. Instructions to Bidder

Complete all sections. Use additional pages if needed. Prices must include all costs unless expressly listed under 'Reimbursable Expenses.' If a phase is not proposed, mark it 'No Bid.' Pricing is firm for the entire contract period.

Phase	Proposed Price (USD)	Estimated Duration (Calendar Days)	Notes/Key Assumptions
Phase 1 – Project Feasibility, Need & Plan			
Phase 2 – Academic & Accreditation Planning			
Phase 3 – Facility Needs & Design			
Subtotal (Professional Fees)			
Estimated Reimbursable Expenses			
Total Proposed Price (All Phases)			

B. Detailed Breakdown by Phase**Phase 1 — Project Feasibility, Need & Plan**

Hourly Rate:			
Role/Title	Hourly Rate (USD)	Estimated Hours	Extended Amount (USD)
Example Role			

Fixed or Unit Price:		
Phase	Deliverables	Cost
Example Role		

Phase 2 — Academic & Accreditation Planning

Choose one:

Hourly Rate:			
Role/Title	Hourly Rate (USD)	Estimated Hours	Extended Amount (USD)
Example Role			

Fixed or Unit Price:		
Phase	Deliverables	Cost
Example Role		

Phase 3 — Facility Needs & Design

Choose one:

Hourly Rate:			
Role/Title	Hourly Rate (USD)	Estimated Hours	Extended Amount (USD)
Example Role			

Fixed or Unit Price:		
Phase	Deliverables	Cost
Example Role		

C. Reimbursable Expenses (If Applicable)

Phase	Category	Estimated Qty	Amount (USD)	Notes

D. Certification

Signature _____ Date _____

Name _____ Company _____

**ATTACHMENT 8:
REFERENCES**

Bidders Company: _____

Bidder Representative Name for Reference: _____

Reference: _____

Reference Contact: _____

Address: _____

Telephone: _____

E-mail: _____

Nature of Work Performed: _____

Reference: _____

Reference Contact: _____

Address: _____

Telephone: _____

E-mail: _____

Nature of Work Performed: _____

Reference: _____

Reference Contact: _____

Address: _____

Telephone: _____

E-mail: _____

Nature of Work Performed: _____

**ATTACHMENT 9:
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:	<input checked="" type="checkbox"/> Corporation			
	<input type="checkbox"/> Limited Liability Contractor			
	<input type="checkbox"/> Not for Profit			
6. Identify Corporate Structure:	<input type="checkbox"/> Other <input type="text"/> Describe:			
7. Address:				
8. Main Telephone Number:				
9. If Person if Awarded Bid:	Name:			
	Title:			
	Phone Number:			
	E-Mail:			
10. Do you certify that this Proposal meets the Description of Services and Performance Specifications set forth in Attachment 3? If no, provide written explanation and attach.			<input type="checkbox"/> Yes	<input type="checkbox"/> No
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?			<input type="checkbox"/> Yes	<input type="checkbox"/> No
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:				
<p>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.</p>				

Name of Authorized Official: _____ **Title:** _____

Signature: _____ **Date:** _____