



CONTRACT AWARD

Date of Award: 05/05/25

Contract Number: W0001865

Procurement Officer: Robby Murray
Telephone: (316)978-5185
E-mail Address: robby.murrayl@wichita.edu

Item: Displacement Measurement Sensors & Accessories

Department: Wichita State University, NIAR
1845 Fairmount, Campus Box 93
Wichita, KS 67260
Attn: Royal Lovingfoss & Brandon Baier
Phone: 316-978-5317 & 316-978-8222

Email: royal.lovingfoss@ipdp.wichita.edu &
brandon.baier@ipd.wichita.edu

Period of Contract: April 28th, 2025 through December 31, 2028, Epsilon Tech. Corp.
May 5th, 2025 through December 31, 2028, P3 America Inc.
(With options to renew automatically for four (4) additional (1)
year renewal periods)

Primary Contractor: Epsilon Technology Corporation 3975 US-89, Jackson, WY 83001 Contact: Doug Gorand Phone: 307-733-8360 x334 Email: Dgorand@epsilontech.com	Secondary Contractor: P3 America Inc. 7696 183a Toll Road, Unit 7B Leander, TX 78641 Contact: Matt Pietro Phone: 512-337-7336 Direct line: 508-380-3010
---	--



PURCHASE CONTRACT

This PURCHASE CONTRACT, together with all exhibits (the "Contract") is entered as of the date of the last signature to this Contract ("Effective Date"), by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, 1845 Fairmount, Wichita, KS 67260-0007 ("WSU") and **EPSILON TECHNOLOGY CORPORATION**, and its employees, subsidiaries and affiliates, doing business at 3975 US-89 Jackson, WY 83001 ("COMPANY"), referred individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, WSU issued a Request for Proposal (RFP No. B0001865), for Displacement Measurement Sensors & Accessories and Calibration & Repair Services (the "RFP"), which is attached hereto as Exhibit A;

WHEREAS, COMPANY submitted a response to the RFP, dated 11/22/24 (the "Bid"), which is attached hereto as Exhibit B;

WHEREAS, WSU hereby accepts the Bid, subject to the terms and conditions of this Contract; and

WHEREAS, the Parties deem it to be to their mutual benefit and advantage to set forth the terms of their agreement in writing.


NOW, THEREFORE, in consideration of the above premises and the individual and mutual promises of the Parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the Parties:

1. The term of this Contract shall be considered to begin on the Effective Date and to continue through the earlier of: (i) December 31, 2028 ("Initial Term"), (ii) the conclusion of the Services as agreed to in writing by the Parties, or (iii) the termination of the Agreement as provided in Section 2. At the conclusion of the Initial Term and unless otherwise terminated, this Agreement shall automatically renew for four (4) successive one-year terms.
2. Failure of COMPANY to furnish the Item/Service, as identified in the RFP, in accordance with the terms of this Contract shall result in the termination of this Contract, at the option of WSU.
3. The Parties mutually agree that the Contract will be governed by the WSU Terms and Conditions Purchases – Services and Goods, available here: <https://www.wichita.edu/administration/generalcounsel/terms-conditions.php>, and the terms and conditions of the RFP, except as follows: the shipping terms will be modified for this Contract. For purposes of this Contract, all shipping terms are Incoterms 2020 EXW Jackson, WY. Shipping costs can either be prepaid and added to the final invoice, or COMPANY can arrange to ship collect using a WSU-provided UPS or FedEx account number.
4. This Contract (including all documents attached or referenced) is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Contract cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement, notwithstanding, any non-disclosure or confidentiality agreements directly relating to the SOW.



IN WITNESS WHEREOF, the Parties hereto have executed this Contract and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

WICHITA STATE UNIVERSITY

DocuSigned by:

 8E2198130E344F6...
SIGNATURE

John S. Tomblin

PRINTED NAME

Exec. VP for Research and IDP


TITLE

4/28/2025

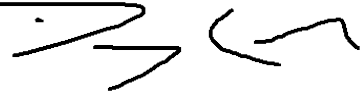
DATE

316-978-3285
 gc.contracts@wichita.edu

CONTACT INFORMATION (PHONE, E-MAIL)

DocuSigned by:
 APPROVED AS TO
 LEGAL FORM

 ASSOCIATE GENERAL COUNSEL
 B10A54BA0A8445F...

EPSILON TECHNOLOGY CORPORATION


SIGNATURE

Doug Gorand

PRINTED NAME

Sales Engineer

TITLE

4/28/25

DATE

307.733.8360 x334
 Dgorand@epsilontech.com

CONTACT INFORMATION (PHONE, E-MAIL)



**EXHIBIT B:
COMPANY'S TECHNICAL PROPOSAL
IN RESPONSE TO WSU RFP B0001865**

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

RFP Number: B0001865

RFP Issuance Date: Thursday, November 7, 2024

RFP Question Deadline: Friday, November 15, 2024 @ 5:00PM CST

RFP Closing Date: Friday, November 22, 2024, @ 2:00PM CST

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: **Displacement Measurement Sensors, Accessories, Calibration and Repair Services**

Agency: **Wichita State University ("WSU")**
Agency Location: 1845 Fairmount, Campus Box 38
Wichita, KS 67260-0038

Service Locations: **WSU NIAR Divisions**
Full Scale Structural Test; Composites & Structures;
Advanced Virtual Engineering Test; Advanced Tech Lab Aerospace System

Period of Contract: Date of Award through December 31, 2028
(with options to renew automatically for four (4) additional one (1) year renewal period)

Guarantee: Monetary Guarantee Required

RFP Scope: WSU is issuing this Request for Proposal ("RFP") to solicit proposals ("Proposals") from qualified manufacturers and distributors of Displacement Measurement Sensors, Accessories, Calibration and Services providers. ("Bidders") to provide Displacement Measurement Sensors, Accessories, Calibration, and Services.

Procurement Type: Sealed Bid (See Section 2.1)

READ THIS RFP CAREFULLY AND CHECK FOR UPDATES

This RFP (Number B0001864) 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.**

Please view the file posted on WSU Bid Solicitations Page:
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.

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. Pre-Proposal On-Site Visit: No Pre-Proposal conference is scheduled for this RFP.

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

- 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. WSU prefers that all Proposals be submitted electronically. When submitting electronically:
- 3.3.1** One (1) electronic version of the Bidder's Proposal, including literature and other supporting documents, shall be sent by email or secured electronic DropBox to the Procurement Officer at the email on the RFP Cover Page.
 - 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 email the Proposal attachments or may email instructions for downloading all Proposal documents by Dropbox.
 - 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** Bidders who are unable to submit their Proposal electronically must deliver their Proposal by hand delivery to the Procurement Officer Address identified on the RFP Cover Page. Hand delivered Proposals must be in a sealed envelope, and clearly marked for delivery to the Office of Purchasing and indicate the assigned RFP number as shown on the first page of this RFP.
 - 3.3.7** 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.
 - 3.3.8** 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 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.
- 3.6 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.
- 3.7 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.

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, and the WSU DA-146a - Contractual Provisions Attachment, located at <https://www.wichita.edu/administration/generalcounsel/DA-146a.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. Wichita State University Modified Form DA-146a;
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 or 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.



Signature

22 November 2024

Date

President

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 its capacity to provide Displacement Measurement Sensors & Accessories, and Calibration & Repair Services. 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. **Please reference Appendix C-Cost Sheet.** Bidder's fees are assumed to include the company'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 30 days from the date the goods or services are delivered and finally accepted by WSU. If the 30th 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. 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 Warranty and Acceptance:** By submitting a bid, Bidders expressly warrant that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by WSU, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of WSU's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by WSU shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which right to any warranty of the Bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- 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 Equivalent Items:** Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required shall be furnished at no expense to WSU and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.
- 4.16 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.
- 4.17 Alternate Proposals:** Bids on items comparable to the above are invited. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.
- 4.18 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.

4.19 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.

4.20 Indefinite Quantity Contract: This Request is for an open-ended contract between a Bidder and WSU to furnish an undetermined quantity of goods and/or services in a given period of time, with a discount rate applied to all purchases. An estimated quantity based on past history or other means may be used as a guide.

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

ATTACHMENT 5: MINIMUM QUALIFICATIONS AND PERFORMANCE SPECIFICATIONS

- 5.1 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.
- 5.2 Certification of Specifications Compliance** 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.
- 5.3 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.
- 5.4 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 Notification:** Any irregularities noticed while performing Services, such as defective plumbing, electrical switches or plugs, leaks, necessary supplies as applicable, etc., shall be reported to WSU.
- 5.8 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.
- Services are not required on official WSU holidays, as listed below.
- New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day and day after
Christmas Day
- 5.9** The preceding Friday is observed when the legal holiday falls on Saturday; the following Monday is observed when the holiday falls on Sunday.

- 5.10 Calibration Services Requirements:** To verify the capability and performance of measurement equipment by comparison methods to traceable measurement standards with a strong preference to including an accredited endorsement.
- 5.11 Calibration Accreditation Requirements:** All calibrations are NIST/NVLAP accredited to ISO 17025, ANSI Z540-1, NIST and HB 150. All calibrations are compliant with the requirements of ASTM E74 current Rev. and are tension and compression calibrations. All calibrations are mV/V calibrations.
- 5.12 General Tasks and Schedule Requirements –** This section provides tasks and schedule for the Calibrations.
- A. A Calibration sticker shall be placed on each piece of equipment calibrated.
 - B. Identify cost if any for Calibration/Certification data that could be requested.
 - C. A Calibration sheet shall be provided (or made available upon request within 24 hrs. of the request)
 - D. Records of Calibration shall be maintained for at least 5 years of the date of 5 years from the date of the equipment's Calibration.

Calibrations shall be performed on site to the maximum extent possible. The Bidder shall indicate in their bid response, which Calibrations will be performed on site/at their Depot, and which equipment requires third party Calibration. Bidder shall indicate the estimated lead time if shipping is required.

5.13 Schedule Requirements

- WSU - NIAR completes its equipment Calibration in cycles. WSU -NIAR reserves the right to calibrate equipment on an as needed basis.
 - THIS IS NOT A GUARANTEE THAT ALL EQUIPMENT IN THIS BID WILL BE CALIBRATED ANNUALLY.
- 4.8 Turnaround and Expedite Fee Bidders shall provide an explanation for requests for expedited orders and turn-around time. If there are additional costs, please state that information in your proposal as well.

- 5.14.1 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.
- 5.15** 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.
- 5.16** Each individual performing services at a NIAR location, may be required to sign a "Non-Disclosure Agreement", and/or a "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**.
- 5.17** 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.

5.18 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.

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

5.20 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.



WICHITA STATE
UNIVERSITY

APPENDIX A

NON-DISCLOSURE AGREEMENT CONTRACTOR

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



WICHITA STATE UNIVERSITY

OFFICE OF EXPORT CONTROLS & COMPLIANCE

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: N/A. If there are any alterations in plans, I will reach out to 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) 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).

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

WSU Visitor:

Signature:		
Name: Click here to enter text. Kenneth Blount	Date: Click here to enter a date. 22 November 2024	
I am a U.S. Citizen:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If not a U.S. Citizen, Please indicate country of citizenship: 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.

APPENDIX C: COST SHEET

WSU NIAR is requesting proposals for goods/service for the procurement of Displacement Measurement Sensors/Accessories and Calibration/Repair Services.

This Request is for an open-ended contract between a supplier and WSU to furnish an undetermined quantity of goods and/or services in a given period of time at the lowest price available through their catalog at discounted prices.

An estimated quantity based on past history or other means may be used as a guide.

Category	% Discount offered	Additional discounts available but not listed
Displacement Measurement Sensors	10%	
Displacement Measurement Accessories	10%	
Displacement Measurement Sensors Calibration Services	0%	
Displacement Measurement Sensors Repair Services	0%	

Appendix D- References

Company Name: NIAR

Contact Name: Dave Howard

Address: 1845 Fairmount St, Wichita, KS 67260-0093

Telephone: (316)-880-9277

E-Mail: David.Howard@idp.wichita.edu

Company Name: DWE Scientiifc

Contact Name: David Ewing

Address: 11b Boundary Road, Buckingham Road Industrial Estate, Brackley, UK

Telephone: +34-01280 - 469347

E-Mail: info@dwescientific.com

Company Name: Award Technical Services Pty Ltd

Contact Name: Adrian Ward

Mooroolbark, Victoria, 3138
Address: Australia

Telephone: +61-419-893-834

E-Mail: adrian@awardtech.au

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:		B0001865	
2. Bidder Legal Name:		Epsilon Technology Corporation	
3. FEIN Number:	41-1754728		
4. Any Other Relevant Name under which Bidder Operates:			
5. Bidder Parent Contractor, if any:		Corporation <input checked="" type="checkbox"/>	
		Limited Liability Contractor <input type="checkbox"/>	
		Not for Profit <input type="checkbox"/>	
6. Identify Corporate Structure:		Other <input type="checkbox"/> Describe:	
7. Address:	3975 US-89, Jackson, WY 83001		
8. Main Telephone Number:	(307) 733-8360		
9. io Person if Awarded Bid:	Name:	Kenneth Blount	
	Title:	President	
	Phone Number:	307-733-8360 x317	
	E-Mail:	kblount@epsilontech.com	
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 checked="" 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 checked="" 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:	3975 US-89	
	City, State, Zip	Jackson, WY, 83001	
	Phone Number:	307-733-8360	
<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: Kenneth Blount

Title: President

Signature:



Date: 22 November 2024

ATTACHMENT 8: FEDERAL FLOWDOWN TERMS AND CONDITIONS

Please Note: The provisions in this attachment are required by the federal government to be included in RFPs for projects which involve federal awards. If the project does not involve federal grants, awards, or programs, some or all of these provisions may not apply.

Wichita State University has entered into an Agreement with either the U.S. Government or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal contract provisions be made a part of subsequent purchase orders, RFPs, and/or contracts issued by WSU related to furthering the performance or deliverables required under the original Agreement ("Flowdown Terms and Conditions"). Bidders agree to comply with all applicable Flowdown Terms and Conditions and agree to include the same requirements in any agreements or contracts with lower-tier subcontractors, as applicable. The following Flowdown Terms and Conditions are applicable to this RFP:

- 1. EQUAL OPPORTUNITY.** During the performance of this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information. (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the provisions of paragraphs (1) through (8) in every Subcontract or purchase order unless exempted by rules, regulations, or orders

of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided; however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 C.F.R. § 60-1.4(a)

2. **DEBARMENT AND SUSPENSION.** A contract award (see, 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor, by executing this Contract, certifies that it is not presently suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, and that should the Contractor become suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, the Contractor shall immediately notify WSU. The Excluded Parties List System has been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>. (E.O.s 12549 and 12689)
3. **DOMESTIC PREFERENCE FOR PROCUREMENTS.** Contractor and its Subcontractors shall comply with 2 C.F.R. 200.322. The requirements of Part 200.322 include providing a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). As described in 2 C.F.R. 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Additionally, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
4. **PROHIBITION ON CERTAIN TECHNOLOGIES (2 C.F.R. 200.216).** Contractor and its Subcontractors shall comply with Section 889 of the National Defense Authorization Act of 2019. The requirements of Section 889 include a prohibition on the procurement or use of certain telecommunications and video surveillance services or equipment. Contractor and its Contractors are prohibited from obligating or expending federal funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Contractor or ZTE Company (or any subsidiary or affiliate of such entities). Covered video surveillance equipment is video surveillance equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
5. **BYRD ANTI-LOBBYING AMENDMENT.** If this Contract or Subcontract, as applicable, is valued over one hundred thousand dollars (\$100,000.00), each tier is required to certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to WSU.



B0001865 Displacement Measurement Sensors & Accessories,
and Calibration & Repair Services

Epsilon Technology Corp. is pleased to submit a bid for RFP Number: B0001865 including the provided addendums. This Document is submitted along with numerous documents to Robby Murray - purchasing.office@wichita.edu. Please see all the literature and other supporting documents sent to Robby Murray via email.

Regarding "Section I"

Epsilon Technology Corp. agrees to these terms.

Regarding "Section I - 1.1 Basic Requirements"

- Epsilon Technology is unable to register before the full execution of the contract, according to "B0001865 Displacement Measurement Sensors & Accessories and Calibration & Repair Services Addendum #2 – Answer #1"
- Please see attachment "Epsilon Cert Of Good Standing - B0001865.pdf"

Regarding "Section II"

Epsilon Technology Corp. agrees to these terms.

Regarding "Section III"

Epsilon Technology Corp. agrees to these terms.

Regarding "Section IV"

Epsilon Technology Corp. agrees to these terms.

Regarding "Attachment 1"

Epsilon Technology Corp. agrees to these terms.

Please see the Tax Clearance Information attached "Epsilon TaxClearanceCertificate B0001865.pdf"

Regarding "Attachment 2"

Epsilon Technology Corp. agrees to these terms.



Please see attached file

“B0001865.Displacement_Measurement_Sensors_and_Accessories_and_Calibration_and_Repair_Services.FINAL.pdf”

Regarding “Attachment 3”

Epsilon Technology Corp. agrees to these terms.

Regarding “Attachment 3.1 and 3.2”

OUR COMPANY - Strain measurement for materials testing is our sole business at Epsilon. At Epsilon, we specialize in strain measurement for materials testing. For three decades we have dedicated our efforts to developing top-quality extensometers and calibrators. Located in scenic Jackson, Wyoming, our state-of-the-art facility is where we design and manufacture extensometers for testing all kinds of materials: metals, composites, plastics, ceramics, elastomers, geomaterials, and biomaterials. From fine wire to large rebar, there are models for tension, compression, bend, shear, torsion, bi-axial, and fracture mechanics testing. Most of our extensometers are capable of cyclic fatigue testing over a range of frequencies and operating in strain control.

Why Choose Epsilon?

- **Focused on Extensometers:** With an exclusive focus on designing and manufacturing extensometers and calibrators, Epsilon has established itself as a leading choice for testing laboratories across the globe. We have customers in over 76 countries, reflecting the trust and confidence placed in our solutions.
- **Broad Product Line:** We offer 36 different extensometer models with thousands of variations, providing an optimized solution for almost any test method and ensuring the perfect fit for your specific needs.
- **Reputation for Quality:** Quality is at the core of everything we do. Our manufacturing team is committed to rigorous quality and we check every unit before it ships. Epsilon is ISO 9001 certified and ISO/IEC 17025 accredited, including our traceable laser interferometer calibrator – reasons that customers around the world trust Epsilon. Explore our scope of accreditation and quality system certificates [here](#).
- **Expertise in Materials Testing and Extensometers:** At Epsilon, our team of degreed engineers includes experts with advanced degrees and industry experience in materials testing. We have 30+ years of experience designing and manufacturing extensometers.
- **Responsive—talk to our experts anytime:** When you reach out to Epsilon, you can expect prompt, personalized assistance from a degreed engineer well-versed in materials testing and extensometers. Whether you need help selecting an extensometer or need help troubleshooting a



problem, our experts are readily available to provide guidance. If you need a repair, our service is timely and reliable.

Regarding “Attachment 3.3”

Ken Blount – President - Over 30 years of experience in materials testing and strain measurement

Wes Womack – Head of Engineering - P.E. Ph.D. – Respected expert in the field

Regarding “Attachment 3.4”

- Please see Appendix C: Cost Sheet in attached

“B0001865.Displacement_Measurement_Sensors_and_Accessories_and_Calibration_and_Repair_Services.FINAL.pdf”, attached “2024 Epsilon Price List - NIAR - B0001865.pdf” and “Epsilon_extensometer_catalog_B0001865.pdf”

Regarding “Attachment 3.5”

Return Policy & Warranty Statement

Free Returns for New/Unused Items

We want you to be completely satisfied with your purchase. If you are not, we offer free returns for **like-new items** within **30 days** of purchase. To qualify:

- The item must be in its original condition and packaging.
- Proof of purchase (e.g., a receipt or order confirmation) is required.

Custom Items Return Policy

Custom or personalized items are eligible for return within **30 days**, but they are subject to a **10% restocking fee**. This fee covers the cost of customization and restocking. The item must be in like-new condition.

1-Year Warranty Against Manufacturer's Defects

Please see the attached “Epsilon Warranty.pdf” document.

All our products are covered by a **1-year warranty** against defects in materials or workmanship. If you encounter a manufacturer’s defect within the warranty period:

1. Contact our customer service team with proof of purchase.
2. We will repair, replace, or refund the defective item at our discretion.

This warranty does not cover:



- Normal wear and tear.
- Damage caused by misuse, accidents, or unauthorized modifications.

Regarding “Attachment 3.6”

Equal Opportunity Employment Statement

Epsilon Technology Corp. is committed to creating an inclusive environment where diversity is celebrated and all individuals are treated with respect and dignity. We are proud to be an Equal Opportunity Employer.

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, veteran status, or any other legally protected status.

At Epsilon Technology Corp., we believe that diverse perspectives drive innovation and success. We strive to ensure a workplace that supports growth, collaboration, and opportunity for all.

Regarding “Attachment 3.8”

Please see references in Appendix D in attached
“B0001865.Displacement_Measurement_Sensors_and_Accessories_and_Calibration_and
_Repair_Services.FINAL.pdf”

Regarding "Attachment 4”

Epsilon Technology Corp. agrees to the terms outlined in this RFP with the following exception:

Section 4.7: Prices provided are based on INCOTERMS 2020 – EXW (Ex Works), Jackson, Wyoming. Shipping costs can either be prepaid and added to the final invoice, or we can arrange to ship collect using a WSU-provided UPS or FedEx account number.

Please note that all products are made to order. Lead times vary depending on the model and quantity ordered, ranging from 3 to 10 weeks. Many of our more commonly ordered models are available to ship within 3–4 weeks following order confirmation.

Regarding “Attachment 5”

Epsilon Technology Corp. agrees to these terms.



Please see ATTACHMENT 7: BIDDER SIGNATURE SHEET #10 in attached
“B0001865.Displacement_Measurement_Sensors_and_Accessories_and_Calibration_and
_Repair_Services.FINAL.pdf”

Regarding “Attachment 5.12”

-Epsilon does not perform on site calibrations and NIAR must send devices to us for factory calibrations. Lead times of calibrations are generally 2-3 weeks.

Regarding “Attachment 6”

Epsilon Technology Corp. agrees to these terms.

Please see attached file “Epsilon Technology Corp. Insurance Information – B0001865.pdf”

Regarding “Attachment 7”

Epsilon Technology Corp. agrees to these terms.

Please see ATTACHMENT 7: BIDDER SIGNATURE SHEET in attached
“B0001865.Displacement_Measurement_Sensors_and_Accessories_and_Calibration_and
_Repair_Services.FINAL.pdf”

Regarding "Attachment 8”

Epsilon Technology Corp. agrees to these terms.

STATE OF WYOMING
Office of the Secretary of State

I, CHUCK GRAY, Secretary of State of the State of Wyoming, do hereby certify that according to the records of this office,

Epsilon Technology Corporation
is a
Profit Corporation

did on June 13, 1997, comply with all applicable requirements of this office. Its period of duration is Perpetual. This entity has been assigned entity identification number 1997-000323467.

This entity is in existence and in good standing in this office and has filed all annual reports and paid all annual license taxes to date, or is not yet required to file such annual reports; and has not filed Articles of Dissolution.

I have affixed hereto the Great Seal of the State of Wyoming and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Cheyenne, Wyoming on this 14th day of November, 2024 at 3:27 PM. This certificate is assigned ID Number 078169333.



A handwritten signature in black ink that reads 'Chuck Gray'.

Secretary of State



Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.gov

CERTIFICATE OF TAX CLEARANCE

Epsilon Technology Corporation

ISSUE DATE

11/22/2024

TRANSACTION ID

T53R-J5G6-7534

CONFIRMATION NUMBER

CADT-BHHD-DK4T

TAX CLEARANCE VALID THROUGH 02/20/2025

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*



EPSITEC-02

JORR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 6024 HUB International Mountain States Limited 1315 S Highway 89 Suite 103 Jackson, WY 83001	CONTACT NAME: Jessica Orr PHONE (A/C, No, Ext): (307) 733-2464 FAX (A/C, No): (866) 246-1819 E-MAIL ADDRESS: jessica.orr@hubinternational.com																					
INSURED Epsilon Technology Corporation 3975 S HWY 89 Jackson, WY 83001	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : Cincinnati Insurance Company</td><td>10677</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Cincinnati Insurance Company		10677	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : Cincinnati Insurance Company		10677																				
INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		ENP0539528	7/14/2024	7/14/2025	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ENP0539528	7/14/2024	7/14/2025	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ENP0539528	7/14/2024	7/14/2025	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Wichita State University
 1845 Fairmont, Campus Box 38
 Wichita, KS 67260

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





PURCHASE CONTRACT

This PURCHASE CONTRACT, together with all exhibits (the "Contract") is entered as of the date of the last signature to this Contract ("Effective Date"), by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, 1845 Fairmount, Wichita, KS 67260-0007 ("WSU") and **P3 AMERICA INC.** and its employees, subsidiaries and affiliates, doing business at 7696 183a Toll Road, Unit 7B Leander, TX 78641 ("COMPANY"), referred individually as "Party" and collectively as "Parties."

WITNESSETH:

WHEREAS, WSU issued a Request for Proposal (RFP No. B0001865), for Displacement Measurement Sensors & Accessories and Calibration & Repair Services (the "RFP"), which is attached hereto as Exhibit A;

WHEREAS, COMPANY submitted a response to the RFP, dated 11/21/24 (the "Bid"), which is attached hereto as Exhibit B;

WHEREAS, WSU hereby accepts the Bid, subject to the terms and conditions of this Contract; and

WHEREAS, the Parties deem it to be to their mutual benefit and advantage to set forth the terms of their agreement in writing.

NOW, THEREFORE, in consideration of the above premises and the individual and mutual promises of the Parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the Parties:

1. The term of this Contract shall be - be considered to begin as of the Effective Date and to continue through the earlier of: (i) December 31, 2028 ("Initial Term"), (ii) the conclusion of the Services as agreed to in writing by the Parties, or (iii) the termination of the Agreement as provided in Section 2. At the conclusion of the Initial Term and unless otherwise terminated, this Agreement shall automatically renew for four (4) successive one-year terms.
2. Failure of COMPANY to furnish the Item/Service as identified in the RFP in accordance with the terms of this Contract shall result in the termination of this Contract, at the option of WSU.
3. The Parties mutually agree that the Contract will be governed by the WSU Terms and Conditions Purchases – Services and Goods, available here: <https://www.wichita.edu/administration/generalcounsel/terms-conditions.php>, and the terms and conditions of the RFP.
4. This Contract (including all documents attached or referenced) is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Contract cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement, notwithstanding, any non-disclosure or confidentiality agreements directly relating to the SOW.



IN WITNESS WHEREOF, the Parties hereto have executed this Contract and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

WICHITA STATE UNIVERSITY

DocuSigned by:

 5E2198130E344F6...
SIGNATURE

John S. Tomblin

PRINTED NAME

EVP for Research and IDP


TITLE

5/5/2025

DATE

316-978-3285
 gc.contracts@wichita.edu

CONTACT INFORMATION (PHONE, E-MAIL)

DocuSigned by:
 APPROVED AS TO
 LEGAL FORM

 ASSOCIATE GENERAL COUNSEL
 B10A54BA0A8445F...

P3 AMERICA INC.

Signed by:

 CF070997A435403...
SIGNATURE

Matthew Pietro

PRINTED NAME

Project Manager / Sales Engineer

TITLE

5/5/2025

DATE

512-337-7336
 matt@p3america.com

CONTACT INFORMATION (PHONE, E-MAIL)



**EXHIBIT A:
WICHITA STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)
RFP NUMBER: B0001865**

Exhibit A

B0001865 Displacement Measurement Sensors & Accessories,
and Calibration & Repair Services**WICHITA STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)**

RFP Number: B0001865

RFP Issuance Date: Thursday, November 7, 2024

RFP Question Deadline: Friday, November 15, 2024 @ 5:00PM CST

RFP Closing Date: Friday, November 22, 2024, @ 2:00PM CST

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: **Displacement Measurement Sensors, Accessories, Calibration and Repair Services**

Agency: **Wichita State University ("WSU")**
Agency Location: 1845 Fairmount, Campus Box 38
Wichita, KS 67260-0038

Service Locations: **WSU NIAR Divisions**
Full Scale Structural Test; Composites & Structures;
Advanced Virtual Engineering Test; Advanced Tech Lab Aerospace System

Period of Contract: Date of Award through December 31, 2028
(with options to renew automatically for four (4) additional one (1) year renewal period)

Guarantee: Monetary Guarantee Required

RFP Scope: WSU is issuing this Request for Proposal ("RFP") to solicit proposals ("Proposals") from qualified manufacturers and distributors of Displacement Measurement Sensors, Accessories, Calibration and Services providers. ("Bidders") to provide Displacement Measurement Sensors, Accessories, Calibration, and Services.

Procurement Type: Sealed Bid (See Section 2.1)

READ THIS RFP CAREFULLY AND CHECK FOR UPDATES

This RFP (Number B0001864) 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.**

Please view the file posted on WSU Bid Solicitations Page:
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.

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. Pre-Proposal On-Site Visit: No Pre-Proposal conference is scheduled for this RFP.

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

- 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. WSU prefers that all Proposals be submitted electronically. When submitting electronically:
- 3.3.1** One (1) electronic version of the Bidder's Proposal, including literature and other supporting documents, shall be sent by email or secured electronic DropBox to the Procurement Officer at the email on the RFP Cover Page.
 - 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 email the Proposal attachments or may email instructions for downloading all Proposal documents by Dropbox.
 - 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** Bidders who are unable to submit their Proposal electronically must deliver their Proposal by hand delivery to the Procurement Officer Address identified on the RFP Cover Page. Hand delivered Proposals must be in a sealed envelope, and clearly marked for delivery to the Office of Purchasing and indicate the assigned RFP number as shown on the first page of this RFP.
 - 3.3.7** 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.
 - 3.3.8** 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 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.
- 3.6 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.
- 3.7 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.

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, and the WSU DA-146a - Contractual Provisions Attachment, located at <https://www.wichita.edu/administration/generalcounsel/DA-146a.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. Wichita State University Modified Form DA-146a;
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 or 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.

Signature

Date

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 its capacity to provide Displacement Measurement Sensors & Accessories, and Calibration & Repair Services. 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. **Please reference Appendix C-Cost Sheet.** Bidder's fees are assumed to include the company'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 30 days from the date the goods or services are delivered and finally accepted by WSU. If the 30th 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. 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 Warranty and Acceptance:** By submitting a bid, Bidders expressly warrant that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by WSU, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of WSU's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by WSU shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which right to any warranty of the Bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- 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 Equivalent Items:** Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required shall be furnished at no expense to WSU and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.
- 4.16 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.
- 4.17 Alternate Proposals:** Bids on items comparable to the above are invited. Bidders should submit complete specifications, descriptive materials and indicate any deviation from the specifications of this proposal.
- 4.18 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.

- 4.19 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.
- 4.20 Indefinite Quantity Contract:** This Request is for an open-ended contract between a Bidder and WSU to furnish an undetermined quantity of goods and/or services in a given period of time, with a discount rate applied to all purchases. An estimated quantity based on past history or other means may be used as a guide.
- 4.21 Prices:** The discount rate shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to WSU. Failure to provide available price reductions may result in termination of the contract.

ATTACHMENT 5:

MINIMUM QUALIFICATIONS AND PERFORMANCE SPECIFICATIONS

- 5.1 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.
- 5.2 Certification of Specifications Compliance** 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.
- 5.3 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.
- 5.4 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 Notification:** Any irregularities noticed while performing Services, such as defective plumbing, electrical switches or plugs, leaks, necessary supplies as applicable, etc., shall be reported to WSU.
- 5.8 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.
- Services are not required on official WSU holidays, as listed below.
- New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Thanksgiving Day and day after
 - Christmas Day
- 5.9** The preceding Friday is observed when the legal holiday falls on Saturday; the following Monday is observed when the holiday falls on Sunday.

- 5.10 Calibration Services Requirements:** To verify the capability and performance of measurement equipment by comparison methods to traceable measurement standards with a strong preference to including an accredited endorsement.
- 5.11 Calibration Accreditation Requirements:** All calibrations are NIST/NVLAP accredited to ISO 17025, ANSI Z540-1, NIST and HB 150. All calibrations are compliant with the requirements of ASTM E74 current Rev. and are tension and compression calibrations. All calibrations are mV/V calibrations.
- 5.12 General Tasks and Schedule Requirements –** This section provides tasks and schedule for the Calibrations.
- A. A Calibration sticker shall be placed on each piece of equipment calibrated.
 - B. Identify cost if any for Calibration/Certification data that could be requested.
 - C. A Calibration sheet shall be provided (or made available upon request within 24 hrs. of the request)
 - D. Records of Calibration shall be maintained for at least 5 years of the date of 5 years from the date of the equipment's Calibration.

Calibrations shall be performed on site to the maximum extent possible. The Bidder shall indicate in their bid response, which Calibrations will be performed on site/at their Depot, and which equipment requires third party Calibration. Bidder shall indicate the estimated lead time if shipping is required.

5.13 Schedule Requirements

- WSU - NIAR completes its equipment Calibration in cycles. WSU -NIAR reserves the right to calibrate equipment on an as needed basis.
 - THIS IS NOT A GUARANTEE THAT ALL EQUIPMENT IN THIS BID WILL BE CALIBRATED ANNUALLY.
- 4.8 Turnaround and Expedite Fee Bidders shall provide an explanation for requests for expedited orders and turn-around time. If there are additional costs, please state that information in your proposal as well.

- 5.14.1 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.
- 5.15** 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.
- 5.16** Each individual performing services at a NIAR location, may be required to sign a "Non-Disclosure Agreement", and/or a "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**.
- 5.17** 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.

5.18 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.

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

5.20 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.



WICHITA STATE
UNIVERSITY

APPENDIX A

NON-DISCLOSURE AGREEMENT CONTRACTOR

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 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) 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).

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

WSU Visitor:

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

APPENDIX C: COST SHEET

WSU NIAR is requesting proposals for goods/service for the procurement of Displacement Measurement Sensors/Accessories and Calibration/Repair Services.

This Request is for an open-ended contract between a supplier and WSU to furnish an undetermined quantity of goods and/or services in a given period of time at the lowest price available through their catalog at discounted prices.

An estimated quantity based on past history or other means may be used as a guide.

Category	% Discount offered	Additional discounts available but not listed
Displacement Measurement Sensors		
Displacement Measurement Accessories		
Displacement Measurement Sensors Calibration Services		
Displacement Measurement Sensors Repair Services		

Appendix D- References

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

E-Mail: _____

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"/>	
		Limited Liability Contractor <input type="checkbox"/>	
		Not for Profit <input type="checkbox"/>	
		Other <input type="checkbox"/> Describe:	
6. Identify Corporate Structure:			
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:		
<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:** _____

ATTACHMENT 8: FEDERAL FLOWDOWN TERMS AND CONDITIONS

Please Note: The provisions in this attachment are required by the federal government to be included in RFPs for projects which involve federal awards. If the project does not involve federal grants, awards, or programs, some or all of these provisions may not apply.

Wichita State University has entered into an Agreement with either the U.S. Government or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal contract provisions be made a part of subsequent purchase orders, RFPs, and/or contracts issued by WSU related to furthering the performance or deliverables required under the original Agreement ("Flowdown Terms and Conditions"). Bidders agree to comply with all applicable Flowdown Terms and Conditions and agree to include the same requirements in any agreements or contracts with lower-tier subcontractors, as applicable. The following Flowdown Terms and Conditions are applicable to this RFP:

- 1. EQUAL OPPORTUNITY.** During the performance of this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information. (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the provisions of paragraphs (1) through (8) in every Subcontract or purchase order unless exempted by rules, regulations, or orders

of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided; however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 C.F.R. § 60-1.4(a)

2. **DEBARMENT AND SUSPENSION.** A contract award (see, 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor, by executing this Contract, certifies that it is not presently suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, and that should the Contractor become suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, the Contractor shall immediately notify WSU. The Excluded Parties List System has been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>. (E.O.s 12549 and 12689)
3. **DOMESTIC PREFERENCE FOR PROCUREMENTS.** Contractor and its Subcontractors shall comply with 2 C.F.R. 200.322. The requirements of Part 200.322 include providing a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). As described in 2 C.F.R. 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Additionally, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
4. **PROHIBITION ON CERTAIN TECHNOLOGIES (2 C.F.R. 200.216).** Contractor and its Subcontractors shall comply with Section 889 of the National Defense Authorization Act of 2019. The requirements of Section 889 include a prohibition on the procurement or use of certain telecommunications and video surveillance services or equipment. Contractor and its Contractors are prohibited from obligating or expending federal funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Contractor or ZTE Company (or any subsidiary or affiliate of such entities). Covered video surveillance equipment is video surveillance equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
5. **BYRD ANTI-LOBBYING AMENDMENT.** If this Contract or Subcontract, as applicable, is valued over one hundred thousand dollars (\$100,000.00), each tier is required to certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to WSU.



B0001865

ADDENDUM # 1

FROM: *Robby Murray*

Campus Box 12

Ph: 316-978-5185

Fax: 316-978-3528

TO: Interested Bidders,

DATE: November 12th, 2024

SUBJECT: **B0001865 Displacement Measurement Sensors & Accessories and Calibration and Repair Services Addendum #1**

The information contained herein shall become part of the scope of work of this Request for Proposal.

Clarifications to the bid specifications:

1. Award will be by line item or group total, whichever is in the best interest of Wichita State University.
2. WSU NIAR is requesting a standard discount on proposals for the purchase of displacement measurement sensors for a wide range of applications, including but not limited to extensometers, deflectometers, encoders, non-contact sensors for room and elevated temperature applications, optical displacement sensors, contact inductive sensors, and potentiometers. Environments for testing may range from low temperature testing to -60F through high temperature applications approaching 5000F, quantities ranging from an individual sensor to several hundred, and test complexity from a single load frame to a full-scale airframe fatigue test.
3. Suppliers may also quote a discounted rate on accessories for these sensors such as connectors, cabling, data loggers, acquisition, filters, signal conditioners, software, and other hardware.
4. Suppliers may also quote a discounted rate on calibration and repair services for sensors which they supply.

NO. OF PAGES (including cover sheet): 1

Bid Responses must be submitted to WSU Office of Purchasing prior to the bid closing date and time, in the format as described in the original bid solicitation!

Wichita State University
Office of Purchasing
Robby Murray
1845 Fairmount, Campus Box 38
Wichita, KS 67260-0038
Phone: 316-978-5185



B0001865

ADDENDUM # 2

FROM: *Robby Murray*

Campus Box 38

Ph: 316-978-5185

TO: Interested Bidders,

DATE: November 18th, 2024

SUBJECT: **B0001865 Displacement Measurement Sensors & Accessories and Calibration & Repair Services
Addendum #2**

The information contained herein shall become part of the scope of work of this Request for Proposal.

Clarifications to the bid specifications:

Question #1: Can you please clarify what information is required from us regarding registration in the State of Kansas as referenced below:

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.

Answer #1: Registering with the State of Kansas is considered best practice by the university. We prefer that the awarded supplier completes this registration before the full execution of the contract. However, suppliers who are unable to register by the RFP closing date will still be considered for the award. Wichita State University can waive the registration requirement based on exceptions outlined in the statute. Determining the applicability of any exceptions will only be possible during final award negotiations.

NO. OF PAGES (including cover sheet): 1

Bid Responses must be submitted to WSU Office of Purchasing prior to the bid closing date and time, in the format as described in the original bid solicitation!

Wichita State University
Office of Purchasing
Robby Murray
1845 Fairmount, Campus Box 38
Wichita, KS 67260-0038
Phone: 316-978-5185



**EXHIBIT B:
COMPANY'S TECHNICAL PROPOSAL
IN RESPONSE TO WSU RFP B0001865**



Date 11.21.24

RFP Number reference B0001865

Item Service

Displacement Measurement Sensors, Accessories, Calibration and Repair Services.

P3 America Incorporated was founded in 2006 as a distributor and manufacturer's representative for high precision displacement sensors. P3 America current represents 11 manufacturers that provide the following sensor portfolio.

- Rotary displacement sensors in both potentiometric and hall-effect technologies
- Industrial Joysticks
- Load cell and Force sensors
- Ultrasonic sensors
- Linear displacement sensors in potentiometric, hall-effect and magneto strictive technologies.
- Draft Wire sensors

P3 America is your source for high-quality products and engineering services. We are a reliable US-based partner delivering cost-effective and long-lasting solutions quickly. We have a team of sales engineers here for application engineering and OEM support.

Please note that Attachment 6 Tax Documents and Insurance information was not provided as part of our proposal as the proposal request, we received does not indicate what is to be supplied to WSCNIC. The proposal paperwork we received indicates that levels of insurance and what insurance necessary is based on the particular project being bid on. As this proposal is not for a specific part, we requested clarification on this from WSCNIC. We were told that we could not receive this information as we were outside of the question into for this bid.

The following can be found that the end of this proposal and should be everything required to complete this bidding process.

- Kansas tax clearance certificate of this proposal (reference attachment 1)
- Signed certification regarding immigration reform control (reference attachment 2)
- Signed Non-Disclosure Agreement Contract
- Signed External Access form
- Appendix C Cost Sheet
- Appendix D References
- Signed Bidder Signature Sheet (reference attachment 7)
- P3 America product brochure

If you have any questions or concerns, please feel free to contact me at any time.

Best regards,



Matt Pietro

Project Manager Sales Engineering P3 America, Inc.

(512) 337-7336 p3america.com 508 380-3010 (direct line)

7696 183rd, Unit 7B, Leander TX 78641

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

RFP Number: B0001865

RFP Issuance Date: Thursday, November 7, 2024

RFP Question Deadline: Friday, November 15, 2024 @ 5:00PM CST

RFP Closing Date: Friday, November 22, 2024, @ 2:00PM CST

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: **Displacement Measurement Sensors, Accessories, Calibration and Repair Services**

Agency: **Wichita State University ("WSU")**
Agency Location: 1845 Fairmount, Campus Box 38
Wichita, KS 67260-0038

Service Locations: **WSU NIAR Divisions**
Full Scale Structural Test; Composites & Structures;
Advanced Virtual Engineering Test; Advanced Tech Lab Aerospace System

Period of Contract: Date of Award through December 31, 2028
(with options to renew automatically for four (4) additional one (1) year renewal period)

Guarantee: Monetary Guarantee Required

RFP Scope: WSU is issuing this Request for Proposal ("RFP") to solicit proposals ("Proposals") from qualified manufacturers and distributors of Displacement Measurement Sensors, Accessories, Calibration and Services providers. ("Bidders") to provide Displacement Measurement Sensors, Accessories, Calibration, and Services.

Procurement Type: Sealed Bid (See Section 2.1)

READ THIS RFP CAREFULLY AND CHECK FOR UPDATES

This RFP (Number B0001864) 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.**

Please view the file posted on WSU Bid Solicitations Page:
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



Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.gov

CERTIFICATE OF TAX CLEARANCE

P3 America, Incorporated

ISSUE DATE

11/21/2024

TRANSACTION ID

TX54-5KAN-RCCP

CONFIRMATION NUMBER

CYKP-GSGD-R6RS

TAX CLEARANCE VALID THROUGH 02/19/2025

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*

**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.


Signature

11/21/24 _____
Date

Dan Bowers / President - P3 America Inc.



WICHITA STATE
UNIVERSITY

APPENDIX A

NON-DISCLOSURE AGREEMENT CONTRACTOR

NAME ("Receiving Party"): P3 America Incorporated

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

11/21/24

Date

Dan Bowers / President



**WICHITA STATE
UNIVERSITY**

OFFICE OF EXPORT CONTROLS &
COMPLIANCE


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 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) 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).

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

WSU Visitor:

Signature: 		
Name: Dan Bowers	Date: 11/21/24	
I am a U.S. Citizen:	Yes <input type="checkbox"/> X	No <input type="checkbox"/>
If not a U.S. Citizen, Please indicate country of citizenship: 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.

APPENDIX C: COST SHEET

WSU NIAR is requesting proposals for goods/service for the procurement of Displacement Measurement Sensors/Accessories and Calibration/Repair Services.

This Request is for an open-ended contract between a supplier and WSU to furnish an undetermined quantity of goods and/or services in a given period of time at the lowest price available through their catalog at discounted prices.

An estimated quantity based on past history or other means may be used as a guide.

Category	% Discount offered	Additional discounts available but not listed
Displacement Measurement Sensors	Volume discounts available. Percentages vary between products.	
Displacement Measurement Accessories	Volume discounts available. Percentage vary between products.	
Displacement Measurement Sensors Calibration Services	No percentage discounts apply.	
Displacement Measurement Sensors Repair Services	No percentage discounts apply.	

Appendix D- References

Company Name: Peaktronics Inc. _____

Contact Name: Jack Leason _____

Address: 1363 Anderson Road, Clawson, MI 48017 _____

Telephone: 248-542-5643 _____

E-Mail: ap@peaktronics.com _____

Company Name: Assem-tech _____

Contact Name: Laurel Wilson _____

Address: 1600 Kooiman Street, Grand Haven, MI 49417 _____

Telephone: 616-846-3410 _____

E-Mail: lwilson@assem-tech.com _____

Company Name: FLW Southeast Inc. _____

Contact Name: Joell Thompson _____

Address: 4451 Canton Road, Marietta, GA 30066 _____

Telephone: 770-335-8966 _____

E-Mail: joell.thompson@flwse.com _____

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:	B0001865		
2. Bidder Legal Name:	P3 America Incorporated		
3. FEIN Number:	20-4268598		
4. Any Other Relevant Name under which Bidder Operates:			
5. Bidder Parent Contractor, if any:	Corporation <input checked="" type="checkbox"/>		
	Limited Liability Contractor <input type="checkbox"/>		
	Not for Profit <input type="checkbox"/>		
6. Identify Corporate Structure:	Other <input type="checkbox"/> Describe:		
7. Address:	7696 183A Toll Road, Unit 7B, Leander TX 78641		
8. Main Telephone Number:	512-337-7336		
9. io Person if Awarded Bid:	Name:	Matt Pietro	
	Title:	Project Manager	
	Phone Number:	508-380-3010	
	E-Mail:	matt@p3america.com	
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 checked="" 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 checked="" 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: Dan Bowers

Title: President

Signature: 

Date: 11/21/24

LINEAR DISPLACEMENT



Short stroke



Spring loaded



In cylinder



Open frame



Long Stroke / Side actuated



Draw wire

Linear displacement sensors optimized for industrial use. Characterized by robust construction, high precision and extremely long life. Measuring distances from 2mm up to 42 meters. Wide selection of mounting styles, mechanical connection, and electrical interface. Ingress protection up to IP69K. High shock/vibration tolerance and high dynamics (measuring speed) to meet the rigors of industrial applications.

Here to provide
technical
support and
application
engineering
help.

Contact Us For More Info



512.337.7336



sales@p3america.com



www.p3america.com



7696 183A
Unit 7B
Leander, TX 78641

Your Sensor Solution Source



P3 AMERICA
PRECISION SENSORS & JOYSTICKS

- Rotary Angle Sensors
- Linear Displacement Sensors
- Joystick Controllers
- Load Cell / Force Sensors
- Ultrasonic Sensors

P3 America is your source for high-quality products and engineering services. We're a reliable US-based partner delivering cost-effective and long-lasting solutions quickly.

ROTARY ANGLE SENSORS



P3 America's selection of precision engineered potentiometers is second to none. Our precision potentiometers come in a variety of sizes and measuring angles.



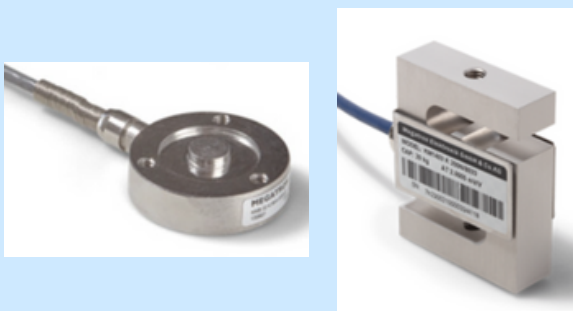
P3 America's selection of absolute and incremental rotary encoders includes great choices for many applications. These sensors are available in several housing configurations to enable mounting in a wide range of applications.

INDUSTRIAL JOY STICKS



P3 America carries a wide range of industrial joysticks, including those that utilize modern contactless hall sensors and classic potentiometers.

LOAD CELLS FORCE SENSORS



Force sensors (or load cells) convert mechanical force into proportional electrical signals for processing. P3 America load cell force sensors are optimized for industrial applications for the precise measurement of static and dynamic loads.

ULTRASONIC SENSORS

Ultrasonic sensors – by using high-frequency sound waves to detect the position and distance of objects – excel in industrial environments and applications that can frustrate other sensors. Ultrasonic detection can monitor objects whose surface structure, material, or color/translucence might distort the readings of other sensors. Even miniscule objects can be measured. Regardless of application – ultrasonic distance sensor, ultrasonic level sensor, and more – measurements can be captured with fine-tuned precision.

