

**KANSAS STATE UNIVERSITY
PURCHASING OFFICE
2323 ANDERSON AVE., SUITE 500
MANHATTAN, KS 66502
PHONE 785-532-6214 EMAIL kspurch@k-state.edu**

BIDDERS INSTRUCTIONS

(as of March 23, 2018)

REQUEST FOR QUOTATIONS (RFQ); INVITATIONS FOR BIDS (IFB); REQUEST FOR PROPOSALS (RFP): Bids are to be submitted only on forms provided by Kansas State University. The bid must be received in the K-State Purchasing Office, 2323 Anderson Ave., Suite 500, Manhattan, KS, no later than the date and time scheduled for closing of the bid.

PREPARATION OF BIDS: Each bid must be legible and properly signed. Prices are to be entered in spaces provided on the bid form and stated in units of quantity specified. Mathematical extensions and totals shall be provided where required. In cases of errors in extensions or totals, the unit price will govern.

SIGNATURE OF BIDS: Each bid must give the complete mailing address of bidder and be signed by an authorized representative by original signature with his/her name and legal title typed below the signature line.

EQUIVALENT BIDS: When brand names or trade names and model numbers followed by the words "or equivalent" or "other approved equal" or "acceptable alternate" are used in the bid request, it is for the quality, style, and features. Bids on equivalent items of substantially the same quality, style, and features are invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the units and provide for competitive evaluation.

SAMPLES: Samples of the items, when required, must be furnished at no expense to the University, and if not destroyed in the evaluation or testing process, will be returned at the bidder's expense, if requested.

SUBMISSION OF BIDS: Faxed or emailed bids are acceptable unless this Request is for an amount of \$150,000.00 or more. Sealed bids are required for amounts totaling \$150,000.00 or over. All bids shall be on the Kansas State University bid form. All emailed bids shall be sent to kspurch@k-state.edu with the bid number identified in the subject line. All faxed bids shall be sent to 785-532-5577. Under all circumstances it shall be the vendor's responsibility to insure their bid is properly received and time-stamped by the appropriate date/time at the Kansas State University Purchasing Office.

RECEIVING BIDS: All bidding will close promptly at 2:00 pm Central Standard/Daylight Savings Time, whichever is in effect at Manhattan, KS or other designated bid opening site on the date specified in the bid request. Formal bids received prior to time of closing will be kept secure and unopened until closing time. The University will accept no responsibility for prematurely opening a bid not properly identified on outside of the container as required.

MODIFICATION OF BIDS: Written modifications of bids already submitted will be accepted by Kansas State University, if received prior to date and hour scheduled for closing of bids.

WITHDRAWAL OF BIDS: A bid may be withdrawn on written request received from the properly identified bidder prior to the date and hour scheduled for closing of bids.

ACCEPTANCE OF BIDS: Bids are invited on the basis that acceptance of the offer to furnish articles as described in the invitation shall constitute a contract between the bidder and K-State, which will bind the bidder to furnish and deliver articles for which the offer is accepted. If specifications and contents of the proposal cannot be complied with, a bidder may elect not to bid.

BID DISCLOSURE: At the time of closing, bid responses shall be made public information. Interested vendors or their representatives may be present at the announcement at the following location:

Kansas State University
Div of Financial Services/Purchasing
2323 Anderson Ave., Suite 500
Manhattan, KS 66502

Bid results will not be given to individuals over the telephone. Results may be obtained after the release of a purchase order or the contract is finalized. To request a bid tabulation, email the desired bid quotation/proposal number to kspurch@ksu.edu.

All documents pertaining to the bid (individual bids, proposals, etc.) are not available until a bid has been accepted or all

bids rejected. Pamphlets, brochures, books, videos, etc. included in proposals will not be reproduced, but may be inspected on-site. A vendor may make an appointment by calling 785-532-6214 to view the file.

Copies of individual proposals may be obtained under the Kansas Open Records Act by submitting a written request to Open Records, Communications and Marketing, 128 Dole Hall, Kansas State University, Manhattan, KS 66506, FAX 785-532-7355, or openrecords@ksu.edu. An estimate of the amount of time and copies it will take to complete the request will be compiled. After payment has been received, the documents will be released. More information regarding the Kansas Open Records Act is available at <http://www.k-state.edu/policies/ppm/3000/3060.html>. Any issues regarding the Kansas Open Records Act should be directed to Communications & Marketing, 785-532-2535.

CAUSE FOR BID REJECTION: Any bid may be rejected for justifiable reason, including but not limited to the following:

- Material alteration or erasure.
- Bidder is in arrears on taxes due to State.
- Bidder has failed to perform on a previous contract with the State/University.
- Failure of bidder to sign bid form.
- Obvious errors on part of bidder.
- Failure to submit required bid guaranty.
- Failure to furnish requested pricing, or other information
- Submission of a late bid.
- Failure to comply with shipping requirements or other critical specifications.

NOTICE OF AWARD: Depending upon the type of purchase transaction, Kansas State University will issue a purchase order or contract to the successful bidder.

DEBARMENT OF STATE CONTRACTORS: Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for a period up to three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. 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, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense the State determines to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls twenty-five (25) percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the Proposal or termination of the Agreement, as determined by the State.

TAX CLEARANCE CERTIFICATE: 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. Kansas State University supports the State of Kansas tax clearance process. Vendors submitting bids, proposals, contracts, etc., are required to provide a current tax clearance certificate. For more information regarding this process please go to: <http://www.ksrevenue.org/taxclearance.html>

ACCOUNTS RECEIVABLE SET-OFF PROGRAM: If during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted. K.S.A. 75-6201 et seq. allows the Director of Accounts and Reports to set off funds the State of Kansas owes Contractors against debts owed by the contractor to the State of Kansas. Payments set off in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.