



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

Addendum

Date: March 31, 2021

RFP Number: 21019

Addendum: 1

Closing Date: Monday, April 5, 2021 by 4:30 p.m.

Address: Fort Hays State University Purchasing Office
600 Park Street, Hays, KS 67601

Telephone: 785-628-4251

Fax: 785-628-4046

E-Mail Address: purchasing@fhsu.edu

Web Address: <https://fhsu.edu/purchasing/bids/>

Item: Audio Visual Equipment

Agency: Fort Hays State University (FHSU), Hays, KS

Conditions:

Please see the following revised lines for Group 2 – NEC, page 4:

Line 29: Change model number from NEC Display Solutions model E508Q to **NEC Display Solutions model E498, NEC E498 49"** Class 4K UHD Commercial LED TV

Line 34: Change quantity from 1 to **26 each**, NEC Display Solutions: NP-P525UL, NEC NP-P525UL 5200-Lumen WUXGA Laser LCD Projector

A signed copy of this Addendum must be submitted with your bid. If your bid response has been returned, submit this Addendum by the closing date indicated above.

I (We) have read and understand this addendum and agree it is a part of my (our) bid response.

NAME OF COMPANY OR FIRM: _____

SIGNED BY: _____

TITLE: _____ DATE: _____



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

REQUEST FOR QUOTE #: 21019
Date Emailed: March 25, 2021
Question Deadline: Monday, March 29, 2021 by 4:30 p.m.
Closing Date: Monday, April 5, 2021 by 4:30 p.m.

RETURNED SIGNED QUOTE TO:
Fort Hays State University (FHSU)
Purchasing Office bid solicitation site:
<https://fhsu.edu/purchasing/bids/index.html>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/addenda,
<http://www.fhsu.edu/purchasing/bids>.

Purchasing Office Contact Information:
Telephone: 785-628-4251
Fax: 785-628-4046
Email: purchasing@fhsu.edu

INSTRUCTIONS TO BIDDERS:

1. The FHSU Purchasing Office is the only point of contact for this RFQ. When communicating, always refer to the quotation number.
2. To be considered, one copy of this quotation, with your bid properly filled in, must be signed and returned to the FHSU Purchasing Office by the specified closing date. E-mail and late bids cannot be considered.
3. **Submit bid response through FHSU's bid solicitation site, Vendor Registry:**
<https://fhsu.edu/purchasing/bids/index.html>.
4. Bid must be in U.S. Dollars (\$US) excluding Federal Excise/State Sales Taxes.
5. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
6. Bid for comparable merchandise will be considered, unless the specifications indicate "no substitution".
7. Bidder must specify exceptions to any requirement or specification in the bid.
8. Bid must include complete specifications and/or descriptive literature to facilitate consideration.
9. Please browse our web-site for similar pending requests.
10. **THIS IS NOT AN ORDER.**

Item No.	Qty.	Unit	Description of Item(s)	Unit Price	Total Amount
<p>Fort Hays State University (FHSU) is requesting bids on the following audio-visual equipment. All items have to be "New" with full manufacturer warranty.</p> <p>NO SUBSTITUTIONS are allowed. All items must be provided by the Manufacturer's Authorized Reseller. Provide educational discounts if available.</p> <p>If the Bidder's pricing is subject to change and FHSU elects to order less than or more than the quantity size identified, the Bidder must clearly identify on a separate sheet of paper titled "Order Quantity Price Schedule", the quantity levels where different price structures are applied.</p> <p>DELIVERY DATE: Preferred delivery within 14 days after receipt of order or no later than the week of April 26 – 30, 2021.</p> <p>Fort Hays State University reserves the right to award purchases by line, group, or lot, whichever is deemed to be in the university's best interest. FHSU may reduce the quantities needed to meet the total budget for the project.</p>					

FHSU RFQ 21019 AV Equipment for Rarick Hall and Center for Student Success							
Line	Qty	Unit	Name	Description	Part No.	Unit Price	Total
Group 1 - Extron							
1	1	Each	Extron : DMP 64 Plus C	6x4 ProDSP Digital Matrix Processors w/AEC	60-1823-01	\$ _____	\$ _____
2	1	Each	Extron : DTP HD DA4 4K 230	HDMI to Four Output DTP DA - 230 feet	60-1437-01	\$ _____	\$ _____
3	4	Each	Extron : DTP HDMI 4K 230 Rx	DTP Receiver for HDMI 230 feet	60-1271-13	\$ _____	\$ _____
4	1	Each	Extron : EBP 200	eBUS Button Panel with 10 Buttons - US 3-Gang	60-1389-01	\$ _____	\$ _____
5	1	Each	Extron : HC 404	Meeting Space Collaboration System	42-268-01	\$ _____	\$ _____
6	2	Each	Extron : IN1608 xi MA 70	Eight Input HDCP-Compliant Scaling Presentation Switcher with DTP Extension - 100 Watt 70 V Mono Power Amplifier	60-1238-83	\$ _____	\$ _____
7	1	Each	Extron : IN1808	Eight Input 4K/60 Seamless Presentation Switcher; Standard Model	60-1615-01	\$ _____	\$ _____
8	1	Each	Extron : IPCP Pro 350 xi	IPCP Pro xi Control Proc., LL UI Upgrade	60-1912-01A	\$ _____	\$ _____
9	2	Each	Extron : IPCP Pro 350 xi	IPCP Pro xi Control Processor	60-1912-01	\$ _____	\$ _____
10	1	Each	Extron : IPL T PCS4	Four Port Power Control and Current Sensor	60-544-07	\$ _____	\$ _____
11	4	Each	Extron : MBU 125	Low-Profile Mount Kit for 1/4 and 1/2 Rack Width, Two-Piece Enclosures	70-077-01	\$ _____	\$ _____
12	4	Each	Extron : MLC Plus 100	MediaLink Plus Controller w/White and Black Faceplates, 2-Gang	60-1469-03	\$ _____	\$ _____

13	7	Each	Extron : NAV E 101	1G Pro AV over IP Encoder - HDMI	60-1525-12	\$ _____	\$ _____
14	6	Each	Extron : NAV SD 101	1G Pro AV over IP Scaling Decoder - HDMI	60-1525-14	\$ _____	\$ _____
15	1	Each	Extron : NAVigator	Pro AV over IP System Manager - Entry Level Version for 16 Endpoints	60-1534-01	\$ _____	\$ _____
16	1	Each	Extron : NBP 100	Network Button Panel with 6 Buttons - US 2-Gang	60-1794-01	\$ _____	\$ _____
17	1	Each	Extron : NBP 200	Network Button Panel with 10 Buttons - US 3-Gang	60-1795-01	\$ _____	\$ _____
18	9	Each	Extron : RFF 052	Basic Rack False Faceplate Kit - Half Rack Width for 1" Enclosures	70-972-01	\$ _____	\$ _____
19	6	Each	Extron : RSB 126	Basic Rack Shelf for 6" Deep Products	60-604-11	\$ _____	\$ _____
20	3	Each	Extron : RSB 129	Basic Rack Shelf for 9.5" Deep Products	60-604-02	\$ _____	\$ _____
21	1	Each	Extron : ShareLink Pro 500 w/ Miracast - US	Wired and Wireless Presentation Gateway w/ Miracast - US	42-297-01	\$ _____	\$ _____
22	1	Each	Extron : SMB 113 (Black)	Surface Mount Boxes for US-Gang Products Three-gang, Black	70-1097-03	\$ _____	\$ _____
23	2	Each	Extron : SMP 351 3G-SDI	H.264 Streaming Media Processor Standard Version - 80 GB SSD	60-1324-02	\$ _____	\$ _____
24	2	Each	Extron : TLP Pro 1225TG	12" Tabletop TouchLink Pro Touchpanel (Black)	60-1788-02	\$ _____	\$ _____
25	2	Each	Extron : TLP Pro 725M (Black)	7" Wall Mount TouchLink Pro Touchpanel, Black - Wall Mount	60-1563-02	\$ _____	\$ _____
26	13	Pair	Extron : SF 26CT	6.5" Two-Way Ceiling Speaker with 8" Composite Back Can and 70/100 V Transformer 26 speakers total, (13 pair).	60-1310-03	\$ _____	\$ _____
Group 1 - Extron Subtotal						\$ _____	\$ _____

Group 2 - NEC

27	14	Each	NEC Display Solutions : C751Q	NEC C751Q 75"-Class 4K UHD Commercial IPS LED Display		\$ _____	\$ _____
28	1	Each	NEC Display Solutions : E438Q	NEC E438Q 43" Class 4K UHD Commercial LED TV		\$ _____	\$ _____
29	6	Each	NEC Display Solutions: E508Q E498	NEC E508Q 50" NEC E498 49" Class 4K UHD Commercial LED TV		\$ _____	\$ _____
30	12	Each	NEC Display Solutions : ME431	NEC ME431 43"-Class 4K UHD Commercial IPS LED Display		\$ _____	\$ _____
31	15	Each	NEC Display Solutions : ME501	NEC ME501 50"-Class 4K UHD Commercial LED Display		\$ _____	\$ _____
32	3	Each	NEC Display Solutions : ME551	NEC ME551 Series 55"-Class 4K UHD Commercial IPS LED Display		\$ _____	\$ _____
33	5	Each	NEC Display Solutions : ME651	NEC ME651 Series 65"-Class 4K UHD Commercial IPS LED Display		\$ _____	\$ _____
34	26	Each	NEC Display Solutions : NP-P525UL	NEC NP-P525UL 5200-Lumen WUXGA Laser LCD Projector		\$ _____	\$ _____
35	1	Each	NEC Display Solutions : NP-P605UL	NEC NP-P605UL 6000-Lumen WUXGA Laser 3LCD Projector		\$ _____	\$ _____
36	1	Each	NEC Display Solutions : SB-07BC	NEC SB-01HC Internal HD/SD-SDI Option Card		\$ _____	\$ _____
37	13	Each	NEC Display Solutions : SP-TF1	NEC SP-TF1 Thin Side-Rear Mounted Speaker Set		\$ _____	\$ _____
38	1	Each	NEC Display Solutions : V864Q	NEC 86" 4K UHD Display		\$ _____	\$ _____
Group 2 - NEC Subtotal						\$ _____	\$ _____

Group 3 - Chief and Middle Atlantic							
39	2	Each	CHIEF : CMS440	Chief CMS440 Speed-Connect Lightweight Suspended Ceiling Kit (White)		\$ _____	\$ _____
40	37	Each	CHIEF : RLF2	Chief RLF2 Large FIT Fixed Wall Mount for 32 to 72" Displays (Black)	2280630	\$ _____	\$ _____
41	1	Each	CHIEF : RPMCUW	Chief RPMC-UW Elite Ceiling Mount for LCD, DLP and CRT Projectors (White)		\$ _____	\$ _____
42	18	Each	CHIEF : RXF2	Chief RXF2 X-Large FIT Fixed Wall Mount for 40 to 80" Displays (Black)	2280631	\$ _____	\$ _____
43	1	Each	CHIEF : XSM1U	Chief XSM1U Fusion Series Fixed Wall Mount for 55 to 82" Displays		\$ _____	\$ _____
44	1	Each	Middle Atlantic : BGR-45SA-27LRD	Middle Atlantic BGR-45SA-27LRD Stand-Alone Rack Enclosure	65674713999 4	\$ _____	\$ _____
45	1	Each	Middle Atlantic : BGR-RD45	Middle Atlantic 45-Space BGR Rear Door		\$ _____	\$ _____
46	1	Each	Middle Atlantic : BGR-RR45	Middle Atlantic BGR-RR45 Rail Rack Kit	65674714764 7	\$ _____	\$ _____
47	4	Each	Middle Atlantic : C3C2D1M4H A3ZP001	C3 credenza, 2 bays, 32" high/ HPL Asian Night finish		\$ _____	\$ _____
48	6	Each	Middle Atlantic : C3C2D1MST ASZP001	C3 credenza, 2 bays, 32" high/ T-LAM Auburn Stream finish		\$ _____	\$ _____
49	10	Each	Middle Atlantic : C3-SHELFKIT	Middle Atlantic C3 Wood Shelves and Shelf Mount Kit (1 Bay)		\$ _____	\$ _____
50	1	Each	Middle Atlantic : CBS-ERK-20	Middle Atlantic ERK Caster Base CBS-ERK-20	65674700331 8	\$ _____	\$ _____
51	1	Each	Middle Atlantic : CFR-16-18	Middle Atlantic CFR-16-18 Cabinet Frame Rack (16 RU)	65674712743 4	\$ _____	\$ _____

52	1	Each	Middle Atlantic : ERK-3520LRD	Middle Atlantic ERK 19" Stand-Alone Enclosure ERK-3520LRD	656747006418	\$ _____	\$ _____
53	1	Each	Middle Atlantic : ERK-RR35	Middle Atlantic ERK Rear Rail Kit ERK-RR35	656747006746	\$ _____	\$ _____
54	1	Each	Middle Atlantic : ERK-VT	Middle Atlantic ERKVT Vented Top for ERK or SCRK Mount Racks (Black)	656747006845	\$ _____	\$ _____
55	9	Each	Middle Atlantic : EVTA-1	Middle Atlantic EVTA-1 1U Vent Panel (Black)	656747056345	\$ _____	\$ _____
56	1	Each	Middle Atlantic : PD-2420SC-NS	Middle Atlantic PD2420S-CNS 24-Outlet 20A High Density Corded Slim Power Strip	656747070686	\$ _____	\$ _____
57	3	Each	Middle Atlantic : PD-815RA-PL	Middle Atlantic PD-815RA-PL 15A 8-Outlet Rackmount Power Strip (Black)	656747056383	\$ _____	\$ _____
58	12	Each	Middle Atlantic : PD-915R-PL	Middle Atlantic PD-915R-PL 9 Outlet 15 Amp Power Strip	656747100284	\$ _____	\$ _____
59	1	Each	Middle Atlantic : RM-LCD-MT	Middle Atlantic RM-LCD-MT - Flat Screen Monitor Rackmount Enclosure		\$ _____	\$ _____
60	20	Each	Middle Atlantic : RSH4S3M DELL OPTIPLEX7040[SFF]	Middle Atlantic RSH Series Custom Rack Shelf RSH4S-3M Dell Optiplex 7040 SFF		\$ _____	\$ _____
61	14	Each	Middle Atlantic : UD3	Middle Atlantic UD3 3-Space Utility Rack Drawer (Black)	656747023002	\$ _____	\$ _____
Group 3 - Chief and Middle Atlantic Subtotal						\$ _____	\$ _____
Group 4 - Lab Gruppen and Tannoy							
62	1	Each	Lab Gruppen : E 10:4	1,000 Watt Amplifier with 4 Flexible Output Channels for Installation Applications		\$ _____	\$ _____
63	3	Each	Lab Gruppen : E 5:4	500 Watt Amplifier with 4 Flexible Output Channels for Installation Applications		\$ _____	\$ _____
64	1	Each	Lab Gruppen : E4:2	400 Watt Amplifier with 2 Flexible Output Channels for Installation Applications		\$ _____	\$ _____

65	29	Pair	Tannoy : CVS 6	6" Coaxial In-Ceiling Loudspeaker in white. 58 speakers total (29 pair)	8001 4240	\$ _____	\$ _____
66	4	Pair	Tannoy : CVS 6 BK	6" Coaxial In-Ceiling Loudspeaker in black. 8 speakers total (4 pair)		\$ _____	\$ _____
67	1	Pair	Tannoy : DVS 6T-WH	6" Coaxial Surface-Mount Loudspeaker with Transformer for Installation Applications (White) 2 speakers total (1 pair)	8001 6261	\$ _____	\$ _____
68	2	Pair	Tannoy : DVS-6T	6" Coaxial Surface-Mount Loudspeaker with Transformer for Installation Applications (Black) 4 speakers total (2 pair)	8001 6260	\$ _____	\$ _____
69	6	Each	Tannoy : OCV 6	6" Coaxial Pendant Loudspeaker for Installation Applications (Black) 12 speakers total (6 pair)	8001 6060	\$ _____	\$ _____
Group 4 - Lab Gruppen and Tannoy Subtotal						\$ _____	\$ _____
Group 5 - Community and Cambridge							
70	2	Each	Community Professional Loudspeaker s : R.15COAXB	6.5-inch Ultra-Compact Coaxial Two-Way (Black)	1235.900	\$ _____	\$ _____
71	4	Each	Community Professional Loudspeaker s : R.35- 3896B	8-inch Ultra-Compact Horn- Loaded Triaxial Three-Way (Black)	1239.900	\$ _____	\$ _____
72	1	System	Cambridge Sound Management : QUO- 26771-F6Z1	Complete system design on file with Cambridge. Reference quote number QUO-26771-F6Z1.		\$ _____	\$ _____
Group 5 - Community and Cambridge Subtotal						\$ _____	\$ _____
Group 6 - Shure							
73	1	Each	Shure : BLX14R-H11	Shure BLX14R Wireless Guitar System - H11 Band		\$ _____	\$ _____
74	4	Each	Shure : MX395W/O	Shure MX395W/O Omnidirectional Low Profile Boundary Microphone (XLR) - White		\$ _____	\$ _____

75	6	Each	Shure : SB900A	Shure SB900A Rechargeable Lithium-Ion Battery		\$ _____	\$ _____
76	2	Each	Shure : SB903	Shure SB903 Rechargeable Lithium-Ion Battery for SLX- D		\$ _____	\$ _____
77	3	Each	Shure : SBC200	Shure SBC200 Dual Docking Recharging Station Expansion	1077968	\$ _____	\$ _____
78	1	Each	Shure : SBC200-US	Shure SBC200-US Dual Docking Recharging Station with Power Supply	1077967	\$ _____	\$ _____
79	1	Each	Shure : SBC203-US	Shure SBC203 Dual Docking Recharging Station for SLX-D		\$ _____	\$ _____
80	1	Each	Shure : SLXD124/85- J52	Shure SLXD124/85 Combo Wireless Handheld and Lavalier Microphone System - J52 Band		\$ _____	\$ _____
81	2	Each	Shure : ULXD1-V50	Shure ULXD1 Wireless Bodypack Transmitter - V50 Band	ULXD1-V50	\$ _____	\$ _____
82	4	Each	Shure : ULXD2/SM5 8-V50	Shure ULXD2/SM58 Wireless Handheld Microphone Transmitter - V50 Band	ULXD2/SM58- V50	\$ _____	\$ _____
83	1	Each	Shure : ULXD4D-V50	Shure ULXD4D Dual Channel Digital Wireless Receiver - V50 Band	ULXD4D-V50	\$ _____	\$ _____
84	1	Each	Shure : ULXD4Q- V50	Shure ULXD4Q Quad Channel Digital Wireless Receiver - V50 Band	ULXD4Q-V50	\$ _____	\$ _____
Group 6 - Shure Subtotal						\$ _____	\$ _____
Group 7 - Symetrix							
85	2	Each	Symetrix : 1U Rack shelf	Symetrix 19" Rack Tray for Up to Two Half-Rack Symetrix Units (1 RU)	80-0107	\$ _____	\$ _____
86	2	Each	Symetrix : Control Server	Symetrix Control server, default license configuration.	80-0119	\$ _____	\$ _____
87	1	Each	Symetrix : Prism 12x12	Symetrix Prism 12x12, 12 Input, 12 output DSP	80-0116	\$ _____	\$ _____

88	1	Each	Symetrix : Prism 4x4	Symetrix Prism 4x4, 4 Input, 4 output DSP	80-0114	\$ _____	\$ _____
89	1	Each	Symetrix : W1	Symetrix W1 single gang wall station controller	80-0175	\$ _____	\$ _____
90	2	Each	Symetrix : W3	Symetrix W3 two gang wall station controller	80-0171	\$ _____	\$ _____
91	1	Each	Symetrix : XOUT 12	Symetrix 12 Analog output Dante expansion	80-0090	\$ _____	\$ _____
Group 7 - Symetrix Subtotal						\$ _____	\$ _____
Group 8 - Crown and JBL Pro							
92	1	Each	Crown : DCi4x1250	Crown Audio DCi 41250 Four-Channel Analog Power Amplifier (1250W @ 4 ohms)	DCI41250	\$ _____	\$ _____
93	2	Each	JBL Pro : CBT70J-1-WH	JBL CBT 70J-1 Column Installation Speaker - White	JBL1154	\$ _____	\$ _____
94	1	Pair	JBL Pro : Control 128 W	JBL Control 128W 8 inch In-wall Loudspeakers (pair) (White)	JBL0587	\$ _____	\$ _____
95	1	Pair	JBL Pro : MTC-CBT-FM2-WH	JBL MTC-CBT-FM2-WH - White (Pair)	JBL1160	\$ _____	\$ _____
Group 8 - Crown and JBL Pro Subtotal						\$ _____	\$ _____
Group 9 - Hanwha Techwin							
96	61	Each	Hanwha Techwin: Camera License 001	Hanwha Techwin Wisenet Camera License, Per camera		\$ _____	\$ _____
97	1	Each	Hanwha Techwin: PNM-7000VD	Hanwha Techwin WiseNet P Series PNM-7000VD Outdoor Network Dual Dome Camera		\$ _____	\$ _____
98	2	Each	Hanwha Techwin: SBV-158G	Hanwha Techwin Vandal Dome Camera Back Box for Select SNV and PNV Series Cameras		\$ _____	\$ _____

99	2	Each	Hanwha Techwin: SLA-2M2800D	Hanwha Techwin WiseNet 2MP 2.8mm Sensor Module & Fixed Lens for PNM-7000VD		\$ _____	\$ _____
100	2	Each	Hanwha Techwin: SPD-151	Hanwha Techwin SPD-151 49-Channel Network Video Decoder		\$ _____	\$ _____
101	28	Each	Hanwha Techwin: XND-6011F	Hanwha Techwin WiseNet X Series XND-6011F 2MP Network Dome Camera		\$ _____	\$ _____
102	25	Each	Hanwha Techwin: XND-6080RV	Hanwha Techwin XND-6080RV 2MP Network Dome Camera with Night Vision		\$ _____	\$ _____
103	3	Each	Hanwha Techwin: XND-8020R	Hanwha Techwin WiseNet X Series 5MP Network Dome Camera with 3.7mm Lens & Night Vision		\$ _____	\$ _____
104	1	Each	Hanwha Techwin: XNF-9010RV	Hanwha Techwin WiseNet X Series XNF-9010RV 12MP Outdoor Network Fisheye Dome Camera		\$ _____	\$ _____
105	1	Each	Hanwha Techwin: XNV-6081R	X Series XNV-6081R 2MP Outdoor Network Dome Camera with Night Vision & 2.8-12mm Lens		\$ _____	\$ _____
106	2	Each	Hanwha Techwin: XNV-8080R	X Series XNV-8080R 5MP Outdoor Network Dome Camera with Night Vision (Aluminum)		\$ _____	\$ _____
Group 9 - Hanwha Techwin Subtotal						\$ _____	\$ _____
Grand Total						\$ _____	\$ _____

TO BE CONSIDERED, THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:

DATE _____
 TERMS _____
 DELIVERY WILL BE MADE _____ DAYS A.R.O.
 F.O.B. DEST. Fort Hays State University, Hays, KS 67601
 F.E.I.N. OR S.S.N. _____
 NAME _____
 ADDRESS _____
 CITY _____ ST _____ ZIP _____

SIGNED BY _____
 PRINT OR TYPE NAME _____
 TITLE _____
 TELEPHONE # _____
 FAX # _____
 E-MAIL ADDRESS _____
 CHECK IF APPLICABLE
 Small Business _____ Woman-Owned _____ Minority-Owned _____

State Credit Card: Presently, FHSU uses a State of Kansas Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. State of Kansas Law does not allow retailers to charge a credit fee for using their cards. (*Refusal will not be a determining factor in award of this contract.*) Will the credit card be allowed for purchases? Yes _____ No _____

TERMS AND CONDITIONS

1. It is the intent of Fort Hays State University (FHSU) to permit competitive bidding. It is the bidder's responsibility to advise the FHSU Purchasing Office, in writing, no later than three (3) business days before the bid closing date, if any specification or requirement described herein limits bidding to a single source.
2. Unless otherwise specified, Fort Hays State University reserves the right to accept or reject all or any part of your quotation, and to waive technicalities.
3. Offered payment discounts will NOT be considered in determining the low bid. The discount period begins on the date of delivery, or acceptance, or receipt of a correct invoice by the receiving agency, whichever is later.
4. Except as otherwise indicated, the merchandise quoted is in new condition.
5. Fort Hays State University reserves the right to award purchases by item, by group, or by lot, whichever is deemed to be in the university's best interest.
6. In the event of a tie for the low bid, the award will be made to the Kansas bidder.
7. Unit price will prevail in the event of extension error(s).
8. If awarded a purchase order, the bidder agrees to furnish the item(s) or provide the service(s) enumerated hereon at the price(s) quoted and in accordance with the conditions indicated.
9. If a bid indicates that an item quoted is functionally equivalent and it is purchased and found not to be comparable, Fort Hays State University reserves the right to return that item at the bidder's expense, and the bidder will be billed for the difference in cost between this bid and the successful bid.
10. If any portion of this bid is provided by a vendor other than the bidder, the bidder remains the prime contractor responsible for fulfilling all requirements of this bid.
11. Contracts or purchase orders resulting from this quotation may not be assigned without prior written consent of the FHSU Director of Purchasing.
12. The seller agrees to protect Fort Hays State University from all damages arising out of alleged patent infringement.
13. Partial payments will not be made, unless otherwise specified.
14. Bid results are available by written request with a check payable to Fort Hays State University for five dollars (\$5.00) per request, tax included, with a stamped, self-addressed envelope. Unless otherwise requested, your canceled check will serve as your receipt.
15. Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a state contractor must be disclosed. This is to include (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract of subcontract or in the performance of such contract of 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 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 action 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. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
16. If any part of this contract (including any required installation) is fulfilled by any other contractor, the successful bidder remains responsible for completing all aspects of the work described herein.
17. Vendors who are new to the university should complete a vendor registration form found at: <http://www.fhsu.edu/purchasing/Vendor-Registration-Form>. A copy of the vendor's W-9 should also be submitted with your bid: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.

TAX CLEARANCE

Fort Hays State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of vendor'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 change(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 KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

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 requests 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 the bid response(s) to:

Fort Hays State University
Purchasing Office
601 Park Street, Sheridan Hall 318
Hays, KS 67601

Failure to provide this information may be cause for rejection of vendor's bid or proposal.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/forms-btreg.html>.

The FHSU 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 FHSU 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 FHSU 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 FHSU and the State.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), 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 this 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 this contract.

Signature, Title of Contractor

Date

State of Kansas
Department of Administration
DA-146a (Rev. 07/18)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07/18), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being 29 June 2018.

1. **Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
5. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.
15. **Boycotts of Israel Prohibited:** Kansas 2018 HB 2482 generally prohibits the University from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction, unless such company submits a written certification that such company is not currently engaged in a boycott of Israel. For the purposes of this Section, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage. Accordingly, by executing this contract, Contractor hereby certifies that it is not currently engaged in a boycott of Israel.
16. **Harassment Policy:** Fort Hays State University prohibits sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <http://www.fhsu.edu/policies/harassment-policy/index.pdf> and include the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint. Contractor and its employees, officials, agents, or subcontractors shall at all times comply with the University's policies on sexual harassment, discrimination, and retaliation.