REQUEST FOR PROPOSALS

ITEM: Commencement Photography Service

USING DEPARTMENT: Kansas State University – Office of the Provost

PERIOD OF CONTRACT: Date of Award through June 30, 2025

GUARANTEE: NONE REQUIRED

SCOPE OF REQUEST:

The intent of this Request for Proposal is to establish a contract for photographic services for commencement ceremonies on the Manhattan and Salina campuses.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a bid. Inquiries about this Request should indicate the proposal number and be directed to the purchasing contact. Return the signature page and supporting documentation no later than the closing date indicated above. Retain the remaining documents for reference.
PART I – BIDDING INSTRUCTIONS

1. PROPOSAL REFERENCE NUMBER: The RFP number, indicated on the first page of this Request, must be shown on all correspondence and must be referred to in all verbal communications. There shall be no communication regarding this Request with any University employee outside of the Purchasing Office except with designated participants in attendance during:
   • Negotiations,
   • Contract Signing,
   • As otherwise specified in this Request.

Violations of this provision by the vendor or University personnel may result in the rejection of the proposal.

2. NEGOTIATED PROCUREMENT: This is a negotiated procurement. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):
   • Chief Financial Officer or designee,
   • Direction of Operations, and
   • Head of Using College / Department

3. PREPARATION OF PROPOSAL: Prices are to be entered in spaces provided on the proposal form, if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The vendor shall be responsible for any mathematical error in price quotes. The PNC reserves the right to reject proposals which contain errors.

A proposal shall not be considered for award if prices in the proposal were not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public office/employee.

Each proposal shall give the complete mailing address of the vendor and be signed by a representative authorized to represent and bind the vendor into agreements. If the contract’s contact will be a different individual than the proposal contact, indicate that individual’s contact information for communication purposes.

Technical proposals shall contain a concise description of the vendor’s capabilities to satisfy the requirements of this Request with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request without additional clarification shall not be considered responsive. Vendors are instructed to prepare their proposal following the same sequence as this Request.

The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request.

4. DISCLOSURE OF PROPOSAL CONTENT AND PROPRIETARY INFORMATION: All proposals become the property of the University once submitted. The Kansas Open Records Act (K.S.A. 45-215 et seq.) requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law.

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 submitted as a separate document from the main proposal. The vendor shall provide detailed written documentation justifying why this material should be considered “Proprietary”. Pricing information is not considered proprietary and the vendor’s entire proposal response package will not be considered proprietary.

The Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law. Kansas State University does not guarantee protection of any information which is not submitted as required.

5. QUESTIONS / ADDENDA: Questions requesting clarification of this Request may be emailed to kspurch@k-state.edu prior to the close of business on August 24, 2020, with the RFP number clearly referenced in the Subject line. Each question or clarification should reference the appropriate RFP section. Answers will be released in the form of an addendum.
It shall be the responsibility of all participating vendors to acquire any and all addenda and additional information as it is made available on K-State Purchasing’s Solicitations webpage (https://dfs.ksu.edu/rfq/). Vendors are required to check the website periodically for any additional information or instructions.

Failure to notify the Purchasing Office of any conflicts or ambiguities in this Request may result in items being resolved in the best interest of the University.

6. **ACKNOWLEDGMENT OF ADDENDA:** All vendors shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the bid to be non-responsive. Changes to this Request shall be issued only by Kansas State University Purchasing in writing.

7. **MODIFICATION OF PROPOSALS:** A proposal may be modified by emailing kspurch@k-state.edu any time prior to the deadline for receipt of proposals and the Purchasing Office is satisfied that the modification request was emailed prior to the deadline.

8. **WITHDRAWAL OF PROPOSALS:** A proposal may be withdrawn by emailing kspurch@k-state.edu any time prior to the deadline for receipt of proposals and the Purchasing Office is satisfied that the withdrawal request was emailed prior to the deadline.

9. **CLOSING DATE FOR PROPOSALS:** All proposals shall be received promptly at 2:00 p.m. CT on 09/15/2020. Proposals received after the closing will not receive consideration and will remain sealed in the bid file.

10. **SUBMISSION OF PROPOSALS:** The official Signature Sheet, Cost Proposal form, and any other required documentation must be uploaded to the Vendor Bid Submission Secure File Upload portal, https://www.k-state.edu/finsvcs/purchasing/proposalsubmission.html, prior to 2 p.m. CT on the closing date. Proposals submitted via any other method will not be considered. Under all circumstances, it shall be the vendor’s responsibility to ensure their bid is properly received by the appropriate date/time at the Kansas State University Purchasing Office.

11. **APPEARANCE BEFORE COMMITTEE:** Any, all, or no vendors may be required to appear before the PNC to explain the vendor’s understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from vendors as needed. If information is requested, the PNC is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Kansas Open Meetings Act (K.S.A. 75-4317, et seq.). Vendors are prohibited from recording these meetings. All information received prior to the cutoff time will be considered part of the vendor's revised offer.

No additional revisions shall be made after the specified cutoff time unless requested by the PNC.

12. **FEDERAL, STATE AND LOCAL TAXES:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. The University is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor’s price quotations.

The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Vendor.

13. **EXCEPTIONS:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of this Request unless clearly avowed and wholly documented in a separate section of their Proposal to be entitled: “Exceptions”.

14. **NEW RELEASES:** Only the University is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

15. **BID DISCLOSURE:** As of March 23, 2020, Kansas State University is maintaining limited operation status based on the latest guidance from the CDC and KDHE. As a public health precautionary measure, Kansas State University Purchasing will not hold any public bid openings until further notice. Bid tabulations will be available after the release of a purchase order or the contract is finalized. Results may be obtained by sending the RFP number for each tab requested to kspurch@k-state.edu

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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 (EMAIL openrecords@k-state.edu or FAX 785-532-7355). 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. Should a check be returned to Kansas State University for insufficient funds, the vendor will be suspended from all bidding until such time as the vendor makes good on payment. More information regarding the Kansas Open Records Act is available at http://www.k-state.edu/policies/ppm/3000/3060.html

Information in bid files will not be released until a bid has been awarded or all proposals have been rejected.

**PART II – UNIVERSITY TERMS AND CONDITIONS**

1. **CONTRACT**: The successful vendor will be required to enter into a written contract with Kansas State University. The vendor agrees to accept the provisions of form KSU-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the University and is available at https://www.k-state.edu/policies/ppm/3000/3070.html No other contract documents shall include any language superseding the KSU-146a.

2. **CONTRACT DOCUMENTS**: This Request and any addenda and the response and any addenda of the successful vendor shall be incorporated along with the KSU-146a into the written contract which shall compose the complete understanding of the parties.

   In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
   • Contractual Provisions Attachment (KSU-146a);
   • written modifications to the executed contract;
   • written contract signed by the parties;
   • this Request including any and all addenda; and
   • Contractor's written proposal, including any and all addenda, submitted in response to this Request as finalized.

   The finalized contract 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. This contract shall be independent of and have no effect on any other contracts of either party.

3. **CONTRACT FORMATION**: No contract shall be considered to have been entered into by Kansas State University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.

4. **EVALUATION OF PROPOSALS**: Award shall be made in the best interest of the University as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
   • Cost or Financial Proposal. Vendors are not to inflate prices in their initial proposal as they will be a factor in determining who may receive an award or be invited to formal negotiations. The University reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
   • Adequacy and completeness of proposal
   • Vendor's understanding of the project
   • Compliance with the terms and conditions of the Request
   • Experience in providing like services
   • Qualified staff
   • Methodology to accomplish tasks
   • Response format as required by this Request

5. **ACCEPTANCE OR REJECTION**: The University reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; to clarify any ambiguities in proposals; to modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

6. **COMPETITION**: The purpose of this Request is to seek competition. The vendor shall advise the Purchasing Office if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the bid closing date. The Purchasing Office reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

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7. 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.

8. 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 proposals 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 the University and if not destroyed in the evaluation process, shall be returned at the vendor's expense, if requested.

9. INSURANCE: The University shall not be required to purchase any insurance against loss or damage to any personal property nor shall the University establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

10. INSPECTION: The University reserves the right to reject, on arrival at destination without cost to the University, any items which do not conform with the specifications of this Request.

11. INJUNCTIONS: Should the University 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 the University, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

12. PROOF OF INSURANCE: Upon request, the vendor shall present an affidavit of workers compensation, public liability, and property damage insurance.

13. CRIMINAL OR CIVIL OFFENSE: Any conviction for a criminal or civil offense of an individual or entity that controls a vendor or organization or will perform work under this contract that indicates a lack of business integrity or business honesty much be disclosed. 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 the 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;
   (4) any other offense to be so serious and compelling as to affect responsibility as a University contractor.

For the purpose of this section, an individual or entity shall be presumed to have control of a vendor or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its managements or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

14. GOVERNING LAW: This agreement shall be governed by the laws of the State of Kansas and shall be deem executed in Manhattan, Riley County, Kansas, unless otherwise specified and agreed upon.

15. NOTICE OF AWARD: An award is made upon execution of the written contract by all parties.

16. POLITICAL SUBDIVISIONS: Political subdivisions [including but not limited to, the Kansas Board of Regents and its member institutions, Riley County, City of Manhattan, and local Unified School Districts (USDs)] are permitted to utilize contracts administered by Kansas State University. Conditions included in this contract shall be the same for political subdivisions. The University has no responsibility for payments owed by political subdivisions. The vendor must deal directly with the political subdivision. Bidders shall indicate on their cost proposal if pricing is available to political subdivisions.

17. P-CARD PAYMENT: Kansas State University participates in the State of Kansas / UMB Bank Visa Purchasing Program. Merchants are paid by UMB Bank within three days of the business transaction. The use of the procurement card (p-card) as a form of payment for goods and services for University business must comply with all applicable State of Kansas and Kansas State University accounting and purchasing statutes, regulations, policies, procedures, guidelines, and processes. No additional charges will be allowed for use of the business procurement credit card.

18. ACH PAYMENT: Automated Clearing House electronic fund transfer through the Federal Reserve System or by any
other means approved by the Kansas State Treasurer.

PART III – CONTRACT TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** The term of this contract is from date of award through June 30, 2025.

2. **OPEN-ENDED CONTRACT:** This Request is for a contract between a vendor and Kansas State University to furnish an undetermined quantity of a good or service in a given period of time.

3. **MODIFICATION:** This contract shall be modified only by the written agreement of the parties with the approval of Kansas State University Purchasing. 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. **QUALITY:** Materials used and workmanship shall be of the highest quality. Failure to produce and/or supply materials of the highest quality may result in rejection of an order entirely at the Contractor's expense.

   The decision of Kansas State University Purchasing shall be final in all instances of dispute herein. The proof of accuracy or manufacture and quality of material rests with the Contractor.

5. **MATERIALS AND WORKMANSHIP:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means necessary to complete all the work required by this Request, within the time specified in accordance with the provisions as specified.

   The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of the department and/or the Purchasing Office said issue is due to imperfection in material, design, workmanship or contractor fault.

6. **INDUSTRY STANDARDS:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practices and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

7. **PRICE:** Prices shall remain firm throughout the contract period. Prices quotes are to be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the University. Failure to provide available price reductions may result in termination of the contract.

   On the yearly anniversary date of this contract, costs may remain at the price bid or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to anniversary date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. The University reserves the right to accept, amend or deny any such price increase. It is understood that in the event the parties cannot agree upon the renewed price the contract will be terminated.

8. **INVOICES:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using department in duplicate and shall state the following:

   - Date of invoice;
   - Date of shipment (or completion of work);
   - Purchase Order number and Contract number;
   - Itemization of all applicable charges; and
   - Net amount due.

9. **PAYMENT:** Payment Terms shall be Net 30, unless stated otherwise. Payments will be made in regular routine per K.S.A. 75-6403 upon receipt by the ordering department of the Contractor's invoice. Payments shall not be made for costs or items not listed in the Contractor's response to this Request.

10. **DELIVERIES:** All orders shall be shipped FOB destination, prepaid and included, unless stated otherwise. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall notify the ordering department of the expected delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Kansas State University Purchasing of any supply or delivery delays.

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11. **DEFAULT ON DELIVERY:** Any Contractor, who defaults on delivery as defined in this Request may, at the discretion of the Purchasing Office, be barred from bidding on any subsequent Request for a period to be determined.

12. **TERMINATION:** Kansas State University Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

   (1) The Contractor fails to make delivery of goods or services as specified in this contract; or
   (2) The Contractor provides substandard quality and/or workmanship; or
   (3) The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger the performance of this contract in accordance with its terms.

   The using department or the Purchasing Office shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as may be authorized in writing), Kansas State University Purchasing shall issue the Contractor an order to stop work immediately. Receipt of this notice shall be presumed to have occurred within three (3) days of the date of the notice.

   Kansas State University Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of the University. In the event that Kansas State University Purchasing elects to terminate this contract pursuant to this provision, the Contractor shall be provided a written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

13. **RIGHT AND REMEDIES:** If this contract is terminated, the University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the University in the manner and to the extent directed, any completed materials. The University may be obligated only for those services and materials rendered and accepted prior to the date of termination. Subject to proof of market price, the measure of damages for non-delivery or repudiation by the Contractor shall be the difference between the market price at the time when the University learned of the breach and the contract price together with any incidental and consequential damages less expenses saved in consequence of the contractor's breach. Market price shall be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

   If it is determined, after notice of termination for cause, that the Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of the University.

   The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the Contractor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the Contractor's employees, and freight embargoes.

   In event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by the University, subject to any offset by the University for actual damages, including loss of federal matching funds.

   The rights and remedies of the University provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

14. **HOLD HARMLESS:** The Contractor shall indemnify the University against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

   The University 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 University property. The Contractor shall do nothing to prejudice the University's right to recover against third parties for any loss, destruction or damage to University property.

15. **CARE OF UNIVERSITY PROPERTY:** The Contractor shall be responsible for the proper care and custody of any University-owned personal tangible property and real property furnished for Contractor's use in connection with the
performance of this contract, and Contractor will reimburse the University for such property’s loss or damage caused by Contractor, normal wear and tear excepted.

16. **PROHIBITION OF GRATUITIES:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer to give any gift, money or anything of value or any promise for future reward or compensation to any University employee at any time.

17. **CONFLICT OF INTEREST:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the University and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any University employee who has participated in the making of this contract until at least two years after his/her termination of employment with the University.

18. **ANTITRUST:** The Contractor assigns to the University all of its rights to and interests in any causes of action it has or may acquire under the antitrust laws of the United States and the State of Kansas relating to the particular product or services purchased or acquired by the University pursuant to this contract.

19. **INDEPENDENT CONTRACTOR:** Both parties, in the performance of this 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.

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 this contract.

20. **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 this contract.

21. **STAFF QUALIFICATIONS:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

22. **CONFIDENTIALITY:** The Contractor may have access to private or confidential data maintained by University to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this 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 this 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 the University promptly at the request of the University in whatever form it is maintained by the Contractor. On the expiration or termination of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by the University, will destroy or render it unreadable.

23. **ASSIGNMENT:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the University which consent will not be unreasonably withheld or delayed. This contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.

24. **SUBCONTRACTORS:** The Contractor shall be the sole source of contract for the contract. The University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractors.

25. **DEBARMENT:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as refined in this Request may be barred for a period up to three (3) years, pursuant to K.S.A. 75-37, 103, or have their work evaluated
26. **THIRD PARTY BENEFICIARIES:** This contract shall not be construed as providing an enforceable right to any third party.

27. **WAIVER:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the University shall not constitute a waiver.

28. **CAPTIONS:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

29. **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.

30. **SEVERABILITY:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

31. **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 this contract.

32. **RETENTION OF RECORDS:** Unless the University specifies in writing a different 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 this contract for a period of five (5) years from the date of the expiration or termination of this 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.

The Contractor agrees that authorized federal or state representatives, including but not limited to, personnel of the using department; independent auditors acting on behalf of state and/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 the University.

33. **ACCOUNTS RECEIVABLE SETOFF PROGRAM:** During the course of this contract if the Contractor is found to owe a debt to the State of Kansas or to federal creditor agencies, payments to the Contractor may be intercepted (setoff) by the State of Kansas. Notice of the setoff action will be provided to the Contractor. The Contractor shall credit the account of the department making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff 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.

**PART IV – BACKGROUND**

Kansas State University (K-State/KSU) was founded in 1863 as the country’s first operational land-grant university. The first semester comprised of 52 students, equal of gender, becoming only the second public institution of higher learning in the U.S. to admit women and men equally. Between physical campuses in Manhattan, Salina and Olathe, and the University’s online learning platform, Global Campus, K-State boasts an enrollment of approximately 21,000 students, drawing from all 50 states and no less than 100 countries. Students can choose from in excess of 250 majors and options from nine colleges: Agriculture; Architecture, Planning & Design; Arts & Sciences; Business Administration; Education; Engineering; Health & Human Sciences; Polytechnic; and Veterinary Medicine. The Graduate School offers upwards of 165 graduate degrees and certificates.

K-State’s main Manhattan campus covers 2,320 acres, including agricultural and research facilities, and is host to seven war memorials. The Polytechnic campus in Salina is one of the first and still few universities in the nation to implement a bachelor’s degree in unmanned aircraft systems. Kansas State University Olathe focuses on animal health and nutrition.
food safety, and security. Global Campus administers 70 online programs and delivers at least 600 online courses every semester to students across the world.

K-State Research and Extension has a presence in every county throughout Kansas and supports research in over twenty K-State departments. From the 8,616-acre Konza Prairie Biological Station to the Johnson Cancer Research Center, the University is home to 90 plus research facilities, ensuring researchers and partners have the tools they need to solve global challenges.

Kansas State University is consistently recognized by Princeton Review, U.S. News & World Report and Forbes magazine has one of the nation’s best colleges, including being the most military-inclusive.

**PART V – SPECIFICATIONS**

Kansas State University requests proposals from photography service providers interested in taking graduation photos at the fall (December) and spring (May) commencement ceremonies on the KSU Manhattan and Salina campuses. The fall commencement ceremonies are held in two separate locations on two different dates and the spring commencement ceremonies are held in three separate locations on three different dates. For the fall, there will be seven ceremonies held in Manhattan, KS and one ceremony in Salina, KS. For the spring, there will be nine ceremonies held in Manhattan, KS and one ceremony in Salina, KS. The ceremonies in Manhattan, KS are held at Bramlage Coliseum in the fall and in the spring held at Bramlage Coliseum and McCain Auditorium. The Salina ceremony location will be held at their student center located on the campus. There are close to 1,500 graduates during the fall commencement ceremony and 2,500 graduates during the spring commencement ceremony.

As of August 12, 2020, the Fall 2020 Commencement ceremonies will be held November 20 in Salina and November 23 and 24 in Manhattan ([https://www.k-state.edu/graduation/](https://www.k-state.edu/graduation/)). These ceremonies will include those who would have walked during the May 2020 ceremonies.

The University expects rapid turnaround for the provision of initial proofs and the delivery of subsequent orders to the graduates and their families. Two photos are required, one of the graduate receiving their diploma and one more posed photo of them after the receiving of the diploma.

Complimentary proofs must include the graduates as a group seated in the coliseum/auditorium; the platform party; special award presentations; and any other significant activity, as noted by University officials prior to commencement, or as noted by the photographer during the event. Complimentary proofs are to be provided to the Office of the Provost for the convenience of each of the Deans or other University officials, who may wish to place orders from these selections. The colleges/university may use these photos for promotion purposes.

The quality of the product and its presentation, the communication process, the proposed royalty to be paid to the University, which shall be used to help defray commencement costs, along with the cost of the photos are factors in consideration of the winning bidder. Furthermore, the reputation and experience of the firm and its leadership will also be a factor.

A complete proposal shall include the following items:

1. A brief description of the Bidder, including years of experience, a listing of previous significant business accomplishments, clientele served, along with a description of staffing and available equipment and infrastructure. If any outside entities are utilized by the Bidder to complete work product, then a description of the subcontracted services should be provided, along with a description of the Bidder’s relationship with the proposed subcontractor and a statement regarding the subcontractor’s record of reliability, as experienced by the Bidder.
2. A detailed “plan of attack” that shall provide Bidder’s proposed methodology to meet the demand regarding multiple sites and volume of clientele, including proposed staffing and a description of available resources to facilitate successful completion.
3. Examples of work product, including marketing materials used for the presentation of the work products to clientele.
4. A pricing schedule for the various product offerings that will be available to clientele.
5. The proposed royalty percentage to be returned to KSU.
6. The proposed marketing plan to communicate to the public the availability of services at commencement, along with the process for sending out proofs, receipt of orders, and delivery of finished product to customers. This plan should include the expected turnaround times for the provision of proofs and completion of subsequent orders.

The University expects to make an award by October 15, 2020. This timeline is an indication only and may change at the University’s discretion.
PART VI – PROPOSAL RESPONSE

All vendors that desire to be considered for this Request are to submit the following items:

1. Transmittal Letter: All vendors must respond to the following statements:
   a. the vendor is the prime contractor and identifying all subcontractors;
   b. the vendor is a corporation or other legal entity;
   c. no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
   d. the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
   e. the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
   f. the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
   g. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the University the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the University;
   h. the vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in payments to Contractor; and
   i. the vendor has not been retained, nor has it retained a person to solicit or secure a University contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the PNC shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2. Vendor Information: The vendor must include a narrative of the vendor’s corporation and each subcontractor if any. The narrative shall include the following:
   a. date established;
   b. ownership (public, partnership, subsidiary, etc.);
   c. number of personnel, full and part-time, assigned to this project by function and job title;
   d. resources assigned to this project and the extent they are dedicated to other matters;
   e. organizational chart;
   f. financial statement may be required.

3. Qualifications: A description of the vendor’s qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the proposal. The vendor must be an established firm recognized for its capacity to perform. The vendor must have sufficient personnel to meet the deadlines specified in the Request.

4. Timeline: A timeline for implementing services must be submitted with the proposal.

5. Methodology: Vendors shall submit with their proposal, a detailed explanation of the methodology for implementing services.

6. References: Provide at least three references that have purchased similar items or services from the vendor in the last five year(s). References shall show firm name, contact person, address, e-mail address and phone number. Vendor employees and the buying department shall not be shown as references. Additionally, vendors shall list clients who have terminated services within the past five years, indicating reasons for termination. Provide the firm name, contact person, address, e-mail address and phone number of each referenced organization.

7. Technical Literature: All proposals shall include specifications and technical literature sufficient to allow the University to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the proposal. Proposal responses without sufficient technical documentation may be rejected.

8. 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 proposals, contracts, etc., are required to provide a current tax clearance certificate. For more information regarding this process, visit: http://www.ksrevenue.org/taxclearance.html
9. All proposal materials, except for work samples, must be submitted through the Vendor Bid Submission Secure File Upload portal, [https://www.k-state.edu/finsvcs/purchasing/proposalsubmission.html](https://www.k-state.edu/finsvcs/purchasing/proposalsubmission.html) Work samples may be shipped to: Kansas State University, Purchasing, 2323 Anderson Ave., Suite 500, Manhattan, KS 66502
Closing Date: September 15, 2020

Item: Commencement Photography Service

Department: Office of the Provost

**SIGNATURE SHEET**

We submit a proposal to furnish requirements during the contract period in accordance with the specifications.

LEGAL NAME OF PERSON, FIRM OR CORPORATION __________________________
ADDRESS ________________________________________________________________
CITY & STATE _____________________________________________________________ ZIP CODE __________
WEBSITE __________________________
CONTACT NAME __________________________
CONTACT E-MAIL __________________________
CONTACT PHONE NUMBER __________________________

AUTHORIZED SIGNATURE & DATE __________________________
TYPED NAME __________________________
TITLE __________________________
E-MAIL __________________________

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 CODE __________
PHONE NUMBER __________________________________________________________

Is your pricing available to political subdivisions of the State of Kansas? Yes / No
Payment Terms: __________
Will P-Card be accepted for payment? Yes / No
Will ACH (direct deposit) be accepted for payment? Yes / No