

Policy Management Software Solution
Request for Proposal KSU26-134

Department: Office of General Counsel

Period of Contract: The anticipated term of one (1) year, with one or more extension term of duration to be determined at time of award based on the University's determination of the best value to the University.

Scope of Request: The University seeks a **cloud-based Policy Management Software Solution** to centralize and standardize policy lifecycle processes across a decentralized environment. The solution should support improved governance, transparency, compliance, and accessibility across the institution.

| Solicitation Schedule *each date subject to change | |
|--|--------------------------------------|
| Issuance of Request for Proposal | 05/21/2026 |
| Pre-Proposal Meeting (via Zoom) | 06/04/2026 at 1:30 p.m. Central Time |
| Questions Deadline | 06/15/2026 at 5:00 p.m. |
| Proposals Due | 07/8/2026 at 5:00 p.m. |
| Presentations/System Demonstrations (upon request) via Zoom* | Late July/August |
| Sandbox Environment Experience (upon request)* | July/August - TBD |
| Delivery of Final Offer(s) (if needed) * | TBD |
| Beginning of Contract* | Contract Execution |

Table of Contents

- I. [Introduction](#)
- II. [Statement of Work](#)
- III. [Proposal Requirements](#)
- IV. [Proposal Instructions](#)
- V. [University Terms and Conditions](#)
- VI. [Additional Provisions](#)

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request for Proposal may result in the rejection of a proposal. The University uses a website-based platform, the Kansas State University Bid Portal, through which all proposals to this RFP must be submitted. All inquiries or questions about this Request for Proposal must be submitted through the Kansas State University Bid Portal using the Submit a Question function. RFP Number KSU26-134 and all related solicitation documentation is available on the Kansas State University Bid Portal: <https://bidportal.ksu.edu>.

Questions: If you have questions about a **specific bid opportunity**, submit your inquiry using the “Submit a Question” function for that opportunity. For **general inquiries** about doing business with the University contact Purchasing and Contract Services by email at kspurch@ksu.edu. **Technical Support** is provided by Bid & Tenders. If you encounter technical issues, contact support by email: support@bidsandtenders.org or phone: 1-800-594-4798.

Communication Restrictions (Cone of Silence): There shall be no communication regarding this Request for Proposal with any University employee outside of KSU Purchasing and Contract Services. Violations of this provision by the Proposer or University personnel may result in the rejection of the proposal.

I. INTRODUCTION [\(back to index\)](#)

Kansas State University (“K-State” or “the University”) is soliciting proposals from qualified Proposers to provide a cloud hosted Policy Management Software as a Service Solution (the “Solution”).

Intent to Award: This RFP may result in a single award for the Solution. All in-scope equipment, products, or services that Proposer proposes in response to this RFP will be considered.

Pre-Proposal Conference

When: **June 4, 2026 01:30 PM Central Time** (US and Canada)

Register in advance for this meeting:

<https://ksu.zoom.us/j/66G8CDUQcyoFfEsimgrQ>

After registering, you will receive a confirmation email containing information about joining the meeting.

Attendance is encouraged but not required. The conference offers Proposers an opportunity to gain project insight, ask questions, and better understand solicitation requirements. Proposers may also raise concerns about restrictive, unclear, or incomplete specifications, helping the University consider revisions to support fair competition and accurate, responsive proposals.

Questions may be submitted via the Zoom “Question and Answer” function. Informal responses may be provided during the session; however, they are non-binding. Only written Addenda constitute the University’s official position. If any conference discussion conflicts with the RFP or suggests changes, the RFP remains unchanged unless formally amended. Proposers are responsible for reviewing all Addenda.

II. STATEMENT OF WORK [\(back to index\)](#)

A. SCOPE OF WORK

The University seeks a modern, cloud-hosted Policy Management Software as a Service (SaaS) solution (“solution”) to centralize and standardize policy management across the KSU System. The selected solution will provide a user-friendly, web-based platform for creating, reviewing, approving, communicating, and maintaining policies and procedures across all departments, while ensuring consistent organization, accessibility, and lifecycle tracking.

1. Background & Context

- a. **Stakeholder Impact:** This will have an impact on all departments that have policies currently housed via the K-State Website, the Policies and Procedures Manual (PPM).

- b. Estimated that each department that owns their policies and updates on these policies will be end-users. Generally, will only be for KSU staff and Faculty. Estimated Users for the solution are specified in the table below.

Table: **Estimated User Population and Licensing Considerations**

| User Type | Estimated Range | Description |
|--|-----------------|--|
| Policy Authors / Editors | 400 – 800 | Distributed across departments, colleges, and administrative units; responsible for drafting, editing, and maintaining policies. |
| Reviewers / Approvers | 100 – 300 | Includes leadership, compliance, and governance roles (e.g., Office of General Counsel, Provost Office, division leadership) responsible for formal review and approval workflows. |
| System Administrators | 10 – 30 | Centralized and distributed administrators responsible for system configuration, user management, workflow setup, and oversight. |
| General End Users (Read-Only / Acknowledgment) | 5,000 – 8,000 | Faculty and staff who access, search, and acknowledge policies and if needed as required. |
| External / Public Users (Optional) | Variable | May include public access to published policies or limited access for affiliates, extension partners, or contractors. |

- c. **Office of General Counsel (OGC) – Role in Policy Governance:** The Office of General Counsel serves as the University's central legal authority and plays a key role in the review, interpretation, and approval of institutional policies. As part of an evolving governance structure, certain categories of University policies are being formally realigned under OGC oversight to ensure legal compliance, consistency, and institutional risk management.
- d. Within the policy lifecycle, OGC is responsible for reviewing policies for legal sufficiency and alignment with applicable federal, state, and institutional requirements. The system must maintain a defensible legal audit trail of all OGC reviews, comments, approvals, and revisions for compliance and litigation readiness.

2. Problem Statement: Constraints and Dependencies

- a. K-State's current policy management processes are highly decentralized and largely manual, relying on static web content and inconsistent departmental practices. This creates challenges including:
- 1) Lack of standardized workflows for policy creation, review, and approval.
 - 2) Limited visibility into policy ownership, status, and review cycles.
 - 3) Inconsistent formatting, accessibility, and version control.
 - 4) Difficulty ensuring compliance with regulatory and institutional requirements.
 - 5) Inefficiencies in updating, communicating, and auditing policies.
- b. The University is undergoing a strategic realignment of policy governance, including:
- o Separation of [University Policies from the Procedures/Handbook](#).
 - o Transition of formal policy oversight to the Office of General Counsel.

As a result, a modern Policy Management System is required to support this transition and

ensure continuity, consistency, and improved operational efficiency.

3. Desired Outcomes

- a. The University seeks a unified solution that:
 - 1) Centralizes all University policies into a single authoritative system of record.
 - 2) Standardizes policy lifecycle processes across decentralized units.
 - 3) Improves transparency, accountability, and compliance tracking.
 - 4) Enables role-based workflows for policy creation, review, approval, and publication.
 - 5) Enhances searchability, usability, and accessibility for end users.
 - 6) Supports automated notifications, review cycles, and audit readiness.
 - 7) Provides robust reporting and analytics for policy oversight and governance.

B. SPECIFICATIONS

I. Project Specifications

1. Provide a **secure, cloud-based Policy Management Solution** with, at a minimum, the following capabilities:
 - a. **Core Policy Lifecycle Management**
 - 1) Configurable workflows for policy creation, review, approval, publication, and retention.
 - 2) Role-based access controls (e.g., authors, reviewers, approvers, administrators).
 - a) Provide configurable, role-based access controls that enable differentiated levels of system access and functionality based on user type. At a minimum, the system should support distinct roles such as administrators, reviewers, approvers, and read-only users, with the ability to customize permissions, workflows, and visibility of content and actions to each role.
 - 3) Policy Lifecycle functions of creating, editing, reviewing, approving, publishing, archiving, and auditing to ensure policies are up to date.
 - 4) Automated version control, archiving, and document history tracking.
 - 5) Configurable review cycles with automated reminders and escalation notifications.
 - 6) Policy creation, review, approval workflows, version control, and accessibility.
 - 7) Provide and support user-friendly interfaces for both administrators and end-users, ensuring compliance with institutional standards.
 - 8) **End-User Support Model**
 - a) Deliver a centralized support framework for all authorized users with consistent, reliable service.
 - b) Provide multi-channel access: self-service portal, email, and phone support.

9) Service Levels & Responsiveness

- a) Define and meet SLAs for incident response and resolution based on priority/severity.
- b) Provide transparency through tracked tickets and status updates.

10) Coverage & Availability

- a) Offer standard support during defined business hours.
- b) Provide extended/on-call support for critical incidents impacting system availability or core functions.

11) Reliability & Escalation

- a) Implement clear escalation paths for high-priority issues.
- b) Ensure rapid restoration of service for critical disruptions.

b. User Experience and Accessibility

- 1) Intuitive, user-friendly interface for both administrators and general users.
- 2) Compliance with accessibility standards (e.g., WCAG 2.1 AA or higher).

c. Search and Navigation

- 1) Advanced search functionality (by keyword, author, department, subject, effective date, tags, and regulatory references).
- 2) Metadata tagging and taxonomy management to support consistent categorization.

d. Governance and Compliance

- 1) Full audit trail of all policy actions and user activity. Keep logs of individual transactions by user account.
- 2) Ability to track policy exceptions, waivers, and acknowledgments.
- 3) Policy attestation/acknowledgment tracking (e.g., required employee read-and-acknowledge functionality).
- 4) Support parallel policy frameworks (e.g., University Policies vs. Procedures/Handbook content) with the ability to differentiate, manage, and present them distinctly.
- 5) Support scalability and configurability to adapt to evolving governance structures and institutional needs.

2. Deliverables:

- a. Fully hosted, browser-based application compatible with current versions of Windows and macOS browsers.
- b. Secure online repository for all policy documents.

- c. Pre-configured and customizable policy templates aligned with higher education best practices.
- d. Comprehensive audit logs and reporting capabilities.
 - o Compliance reporting
 - o Audit preparation
 - o Policy review cycle tracking
 - o Exception risk exposure
- e. Advanced search and filtering tools.
- f. Workflow engine with configurable routing and approvals.
- g. **Policy Exceptions functionality:**
 - 1) **Policy Exception Management:** Provide functionality to document, track, and manage policy, standard, and procedure exceptions/deviations from IT, security, operational, and business policies.
 - 2) **Exception Request Workflow:** Support submission, review, approval, rejection, and renewal workflows for exception requests, including configurable approval routing based on exception type, risk level, business area, or policy owner.
 - 3) **Risk Assessment:** Enable risk evaluation for each exception, including documentation of business justification, identified risks, compensating controls, impact assessment.
 - 4) **Approval and Accountability Controls:** Maintain documented approval records from designated stakeholders (e.g., policy owners, risk owners, security personnel, business leadership, compliance personnel) with date/time stamps and approval history.
 - 5) **Lifecycle Tracking:** Track exceptions through their full lifecycle, including submission, approval, active monitoring, periodic review, expiration, renewal, remediation, closure, and archival.
 - 6) **Issue Resolution Tracking:** Allow assignment of remediation tasks, target resolution dates, status tracking, and closure documentation to ensure exceptions are monitored until resolved or formally retired.
 - 7) **Audit Trail and Reporting:** Maintain a complete audit log of exception activity, status changes, approvals, comments, and supporting documentation, with reporting dashboards and exportable reports for audit, compliance, and management review.
 - 8) **Dashboards and Visibility:** Provide dashboards and reporting to monitor open exceptions, risk exposure, upcoming expirations, overdue items, exception trends, and exceptions by policy, department, or risk category.
- h. **Data Migration support**, including:
 - o Migration of existing policies from the K-State website and PPM (refer to: <https://www.k-state.edu/policies>)
 - o Metadata mapping and content normalization.
- i. **Testing and Validation support** (e.g., User Acceptance Testing environment).
- j. **Implementation plan and timeline**, including milestones and resource requirements.

3. Contractor Responsibilities

- a. Provide a complete, functional, and supported solution, including but not limited to the following:
 - 1) Lead overall project management, including implementation, planning, timeline development, milestone tracking, risk management, and status reporting.
 - 2) Provide qualified project resources and act as the single point of accountability.
 - 3) Support stakeholder engagement and communication planning to promote awareness and adoption
 - 4) Deliver role-based adoption and training strategies to ensure effective use across all user groups
 - 5) Provide recommendations for governance alignment and process standardization within the system
 - 6) Maintain system performance, availability, and scalability consistent with proposed service levels and peak usage demands
 - 7) Migrating existing policy content from web pages and other electronic sources into the system, with validation to ensure all data is accurately transferred, properly tagged, and maintains its integrity
 - 8) Provide testing environments and support UAT
 - 9) Resolve defects and manage production deployment and go-live activities
 - 10) Deliver role-based training and supporting documentation.
 - 11) Provide ongoing training resources and adoption best practices.
 - 12) Provide ongoing technical support, maintenance, upgrades, and issue resolution in accordance with defined service level agreements (SLAs)
 - 13) Provide incident response, breach notification, and participate in security reviews.
 - 14) Ensure that system updates and enhancements do not negatively impact existing configurations, integrations, or data integrity
 - 15) Provide clear documentation for system configuration, integrations, data structures, and administrative functions
 - 16) Support post-implementation stabilization and continuous improvement efforts
 - 17) Offer reporting, recommendations, and periodic reviews to support continuous improvement.
 - 18) Assign an account manager and support ongoing engagement and system optimization.
 - 19) Provide a structured change management approach aligned with KSU's decentralized environment
 - 20) Support post-go-live adoption and continuous improvement efforts based on user feedback and system usage

4. KSU Responsibilities

- a. Kansas State University will support the successful implementation and operation of the Solution through the following:
 - 1) Designating a project sponsor and project manager to guide coordination, decisions, and governance.

- 2) Providing timely access to functional and technical stakeholders and accurate institutional data required for configuration and integration.
- 3) Participating in requirements validation, solution design review, testing (including UAT), and timely approval of deliverables and milestones.
- 4) Supporting technical integration needs, including authentication (SSO), data exchange, and infrastructure dependencies.
- 5) Retaining ownership of policies, requirements, and approval of how they are represented in the system.
- 6) Ensuring compliance with University data governance, security, and procurement policies.
- 7) Providing ongoing operational support and system administration in coordination with contractor support services.

II. System Requirements

1. Commercially available, production-ready solution with core functionality already implemented and in active use at client facilities or institutions, delivered through standard product capabilities rather than new custom development.
2. Security provisioning and permission definition capabilities, including role-based and user-based access controls
3. Data encryption for information at rest and in transit, and secure user session management
4. Incident response, breach notification, and remediation practices
5. Security controls and protocols aligned with industry standards
6. Compliance with Family Educational Rights and Privacy Act (FERPA) requirements
7. Compliance with Americans with Disabilities Act (ADA) Standards for Accessible Design
8. Compliance with Web Content Accessibility Guidelines (WCAG) 2.1 AA
9. Integration with industry-standard authentication environments (e.g., Duo)
10. Support for SAML 2.0-based Single Sign-On (SSO) across all modules and screens for K-State University staff, faculty, and leadership.
11. Account lockout, session termination, and authentication monitoring functionality
12. Support for access control hardware and credential technologies commonly used in higher education environments
13. Device, operating system, and browser-independent functionality
14. Capability to configure workflows, reports, and user interfaces without custom code
15. Ability to integrate inbound and outbound data feeds and interface with other University systems and applications (if applicable). Below are some potential integrations depending upon the proposed solution.
 - Identity provider (Azure AD / Entra ID likely)
 - Canvas LMS (for policy attestations)
 - Website/public policy portal
16. Robust database backup, recovery, and restoration functionality
17. Batch archive and purge capabilities for inactive accounts and historical data

18. Audit logging and activity tracking for administrative, access, and transactional actions
19. Data ownership and portability, including the ability to export University data in standard, non-proprietary formats
20. High availability architecture with defined uptime commitments and maintenance practices
21. Disaster recovery and business continuity capabilities, including documented recovery time and recovery point objectives
22. Capability for scalability and configuration to support growth, evolving technology, and to adapt to evolving governance structures and institutional needs. Scale to accommodate increases in users, policies, and system usage over time
23. System administrator and end-user support services, including documentation and training resources
24. Contractor upgrade processes that preserve configuration settings, customized fields, and stored data without negatively impacting user activity or system jobs
25. Defined Service Level Agreements (SLAs) for uptime, response times, and issue resolution.
26. Provide configurable records retention capabilities that support the management and preservation of policy records in accordance with institutional requirements. At a minimum, enable retention of policy records for no less than five (5) years, with the ability to define retention schedules, manage archival processes, and support secure disposition or extended retention as needed.
27. Provide comprehensive training and adoption support, including:
 - a. Role-based training for administrators, policy authors, reviewers, and general users.
 - b. Live training sessions (virtual and/or in-person).
 - c. Ongoing training for new users and administrators.
 - d. Self-service training materials, including user guides, videos, and knowledge base access.
 - e. Change management support and best practice recommendations for adoption in a decentralized environment.

C. Required IT Supporting Documentation (Post-Selection, Not with Proposal):

Upon award notification, the successful proposer must submit one (1) of the IT security documents listed below, in order of preference as presented, along with a current VPAT.

I. IT Security Documentation (in order of preference)

1. **SOC 2 Type II** focuses on controls relevant to security, availability, processing integrity, confidentiality, and privacy.
2. **ISO 27001** is an internationally recognized standard for managing information security
3. **Higher Education Community Vendor Assessment Toolkit (HECVAT)** is a standardized questionnaire used primarily in higher education to evaluate a vendor's security and privacy practices, especially for cloud services and SaaS products.

II. ADA and WCAG 2.1 AA Compliance

- **Voluntary Product Accessibility Template (VPAT)** is a self-assessment to show your

system meets ADA and WCAG 2.1 AA standards.

The University will also consider a Proposer's related value-added solutions or services, including related software modules. A Proposer's service level agreement terms and technical support staffing will be a consideration in the proposal evaluation. In the competitive process, the University will not advise a prospective Proposer on the relative merit of value-added services or otherwise pre-evaluate a Proposal. It is left to the discretion of each Proposer to identify and propose those value-added services that align to its business methods and capabilities. Questions submitted during the solicitation process regarding value-added services will not be answered by the University.

Anticipated Timeline

The University anticipates awarding a contract in Fall 2026. The implementation timeline will be determined collaboratively with the selected vendor based on project scope, priorities, and resource availability.

D. EVALUATION CRITERIA

The award of the agreement will be based upon a comprehensive review, analysis, and negotiation of the proposal which best meets the needs and objectives of the University. The University anticipates receiving comprehensive proposals which identify an Executive Overview of the Contractor's experience and expertise in providing the products/services requested in this RFP as well as responses to requested information relevant to the Evaluation Criteria. The following weighting will be assigned in the evaluation of each Proposal:

| CRITERIA | POINTS |
|--|--------|
| Conformance to RFP Terms & Conditions | 5 |
| Pricing Proposal / Best Value | 30 |
| Technical Capabilities | 40 |
| Support Services: Project Management, Implementation, Training, On-Going Technical Support | 10 |
| Proposer Experience & Expertise | 15 |
| Total | 100 |

III. PROPOSAL REQUIREMENTS ([back to index](#))

1. **Proposal Submission:** Proposer's complete proposal must be submitted through the Kansas State University Bid Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received in time.

Upon successful submission of a proposal, the Kansas State University Bid Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact the University's technical support provider at support@bidsandtenders.ca.

By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available at law.

2. **Technical Literature:** The proposal must include specifications and technical literature sufficient to allow the University to determine that the services meet all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the proposal by uploading to the Kansas State University Bid Portal. Proposal responses without sufficient technical documentation may be rejected.

3. **KSU-146a Acceptance:** Each proposal must be accompanied by an initialed acceptance of the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24). The form is available for download and review on the Kansas State University Bid Portal. A proposer must acknowledge the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24) by initialing and including it with the proposal by uploading to the Bid Portal. The terms of the Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24) are accepted by the proposer unless any provision is clearly disavowed and documented in the section of the Proposal entitled: "Exceptions."

4. **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. Proposers are required to provide a current tax clearance certificate with the proposal by uploading it to the Kansas State University Bid Portal. For more information regarding this process, visit: <http://www.ksrevenue.org/taxclearance.html>

V. PROPOSAL INSTRUCTIONS ([back to index](#))

1. **Communication Restrictions (Cone of Silence):** There shall be no communication regarding this Request for Proposal with any University employee outside of KSU Purchasing and Contract Services except designated participants in attendance during any of the following:

- Pre-Proposal Conference,
- Presentations,
- Contract Negotiation and Signing,

- As otherwise specified in this Request for Proposal.

Violations of this provision by the Proposer 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).

3. **Pre-Proposal Conference:** A pre-proposal conference will be held via Zoom meeting on the date and time stated in the Solicitation Schedule above. Zoom meeting registration is required. Pre-Proposal Conference Registration and Login Instructions will be uploaded to the Kansas State University Bid Portal 48 hours in advance of the scheduled meeting time. Pre-proposal Conference attendance is encouraged but not required. Questions will be permitted during the Pre-Proposal Conference, and spontaneous unofficial answers may be provided, however, the only official answer or position of the University will be in writing by Addendum.

4. **Preparation of Proposal:** The pricing proposal is to be articulated in narrative fashion and supported by uploaded document as indicated in the Kansas State University Bid Portal. It is left to the discretion of the Proposer to submit a pricing proposal that aligns with the product offerings, business methods, and proposed scope of work. The pricing proposal may include provision for tiered pricing, alternative pricing for optional or valued-added service proposals, and progress payment expectations, if any. The pricing proposal is expected to be a complete, detailed, and clear articulation of the total cost of project completion. Computations and totals must be indicated where required. In case of error in computations or totals, the unit price will govern. The Proposer is responsible for any mathematical error in price quotes. The PNC reserves the right to reject proposals containing errors.

A proposal will 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 Proposer, competitor, or public office/employee.

Each proposal must be digitally signed in the Kansas State University Bid Portal by a representative authorized to represent and bind the Proposer. If the contract's contact will be a different individual than the proposal contact, indicate that individual's contact information for communication purposes.

Proposals must contain a concise description of the Proposer's capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification will be considered non-responsive.

The cost of developing and submitting the proposal is entirely the responsibility of the Proposer. This includes costs to determine the nature of the engagement, preparation of the proposal, submission of the proposal, participation in presentations or demonstrations, negotiation of the contract, and other costs associated with responding to this Request for Proposal.

5. **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 will be disclosed until after a contract has been executed. 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 Proposer must provide detailed written documentation justifying classification of the material as “Proprietary.” Pricing information is not considered proprietary and the Proposer’s entire proposal response package will not be considered proprietary.

KSU Purchasing and Contract Services reserves the right to accept, amend, or deny such requests to maintain information as proprietary in accordance with Kansas law.

Kansas State University does not guarantee protection of any submitted information.

6. **Questions:** All questions related to this Request for Proposal must be submitted through the Kansas State University Bid Portal before the date and time indicated in the Solicitation Schedule. Each question should reference the relevant RFP section. Answers will be released in the form of an addendum.

Failure to notify KSU Purchasing and Contract Services of any conflicts or ambiguities in this Request for Proposal will result in items being resolved in the best interest of the University.

7. **Addenda:** All Proposers must acknowledge receipt of any addendum to this Request for Proposal by checking the box for each addendum in the Kansas State University Bid Portal. It is the responsibility of the proposer to check for any addenda that may be issued up to the solicitation due date and time.

If an addendum is issued after a proposer has submitted its proposal, the Kansas State University Bid Portal will WITHDRAW the submission and change the proposer’s proposal status to INCOMPLETE. The proposer can view the status change in the “MY BIDS” section of the Bid Portal Vendor Account. The proposer is solely responsible to check the “MY BIDS” section of the Kansas State University Bid Portal periodically after submitting the proposal (and up to the Proposal Due Date and Time)> If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- Make any required adjustments to the proposal;
- Acknowledge the addenda; and,
- Ensure the re-submitted proposal is received through the Kansas State University Bid Portal no later than the Proposal Due Date and Time shown in the Solicitation Schedule above.

8. **Modification of Proposals:** A proposal may be modified at any time prior to the deadline for receipt of proposals in the Kansas State University Bid Portal.

9. **Withdrawal of Proposals:** A proposal may be withdrawn at any time prior to the deadline for receipt of proposals in the Kansas State University Bid Portal.

10. **Appearance Before Committee:** The PNC may require any, all, or none of the Proposers to appear and explain the Proposer’s understanding and approach to the project and/or respond to questions concerning the proposal. The PNC may also award a contract without conducting Proposer presentations or without negotiations, based on the initial proposal. The PNC reserves the right to request supplemental or clarifying information from Proposers as needed. If information is requested, the PNC is not required to request the information of all Proposers.

Proposers 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 deadline for submittal of revisions. Meetings before the PNC are not subject to the Kansas Open Meetings Act (K.S.A. 75-4317, et seq.). Proposers are prohibited from recording these meetings. All information received prior to the deadline

will be considered part of the Proposer's revised offer.

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

11. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price must include all applicable federal, state and local taxes. The successful Proposer must pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with a contract resulting from this Request for Proposal. The University is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes must not be included in the Proposer's price quotations or charged to the University.

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

12. **Exceptions:** By submission of a response, the Proposer acknowledges and accepts all terms and conditions of this Request for Proposal, the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24), and the University's template contract, as applicable, unless clearly disavowed and wholly documented in the proposal table entitled: "Exceptions to Terms, Conditions, and Specifications."

13. **News Releases:** Only the University is authorized to issue news releases relating to this Request for Proposal, the evaluation of proposals, a contract award, and/or performance of the contract.

14. **Proposal Disclosure:** Proposal tabulations will be available after the release of a purchase order or the full execution of a contract. Results may be obtained by sending the RFP number for each tab requested to kspurch@k-state.edu.

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 requestor will be suspended from all bidding on University opportunities until such time as the requestor 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 proposal files will not be released until a resulting contract has been fully-executed or all proposals have been rejected.

IV. UNIVERSITY TERMS AND CONDITIONS ([back to index](#))

1. **Contract:** The successful Proposer will be required to enter into a written contract with Kansas State University. The University's template contract for this opportunity is available for download on the Kansas State University Bid Portal. The Proposer agrees to accept the provisions of the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24) and the template contract, subject to the described exceptions process. No other contract documents may include any language superseding the Form KSU-146a. A Proposer must also submit its software license agreement or services agreement, if any, for consideration at the time of Proposal submission.

2. **Contract Documents:** This Request for Proposal and any addenda, the response of the successful Proposer, and the University's Contractual Provisions Attachment (Form KSU-146a, Rev. 3-

24), will be incorporated into the resulting written contract which will 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, Rev. 3-24);
- The written contract signed by the parties;
- this Request for Proposal, including any and all addenda; and
- Proposer's submitted proposal, including all attachments, submitted in response to this Request for Proposal.

The fully-executed contract will represent the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. The contract will be independent of, and have no effect on, any other contracts of either party.

3. **Contract Formation:** No contract will 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 Proposer.

4. **Evaluation of Proposals:** Award will be made in the best interests of the University as determined by the PNC or their designees. In addition to the weighted criteria assigned above, consideration may also be given to the following:

- Cost or Financial Proposal. Proposers are not to inflate prices in their initial proposal. The financial proposal will be a factor in the issuance of invitations to present to the PNC, the issuance of invitations to negotiate, and final contract award determinations, as applicable. The University reserves the right to award the lowest responsive proposal without conducting formal negotiations, if recommended by the PNC.
- Adequacy and completeness of proposal
- Proposer's understanding of the project
- Compliance with the terms and conditions of the Request for Proposal
- Experience in providing like services
- Staff Qualifications
- Proposer's Methodology

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 for Proposal; and unless otherwise specified, to accept any item in a proposal.

6. **Competition:** The purpose of this Request for Proposal is to seek competition. The Proposer is to advise KSU Purchasing and Contract Services if any specification, term, condition, or other requirement inadvertently restricts or limits bidding or competition. Notification must be made in writing and must be received by KSU Purchasing and Contract Services no later than five (5) business days prior to the proposal closing date. KSU Purchasing and Contract Services reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request for Proposal.

7. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by Proposer 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 Proposer'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 Proposers must 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, must be furnished at no expense to the University and if not destroyed in the evaluation process, will be returned at the Proposer's expense, if requested.

9. **Insurance:** The University may not be required to purchase any insurance or establish a "self-insurance" fund to protect against any loss or damage to any personal property. Subject to the provisions of the Kansas Tort Claims Act, the Proposer bears 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 for Proposal.

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, Proposer will not be entitled to make or assert claim for damage by reason of said delay.

12. **Proof of Insurance:** Upon request, the Proposer must present a valid certificate or other proof of workers compensation, commercial general 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 Proposer or organization or will perform work under this contract, that indicates a lack of business integrity or business honesty must be disclosed in the proposal. This includes:

- (1) conviction of a criminal offense incidental 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 for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property;
- (3) conviction under state or federal antitrust statutes;
- (4) any other offense determined to be so serious or compelling as to affect responsibility as a University contractor.

For the purpose of this section, an individual or entity may be presumed to have control of a Proposer 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 proposal or termination of the contract.

14. **Governing Law:** This Request for Proposal shall be governed by the laws of the State of Kansas and any resulting contract shall be deemed to be executed in Manhattan, Riley County, Kansas, unless otherwise specified.

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 a contract resulting from this RFP shall be the same for political subdivisions. The University has no responsibility for payments owed by political subdivisions. The awarded vendor must deal directly with the political subdivision. Proposers are to indicate within their cost proposal if pricing is available to political subdivisions.

17. **P-Card Payment:** Kansas State University participates in a Purchasing Card Program. Merchants are paid by the card issuer 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:** Kansas State University participates in Automated Clearing House electronic fund transfer through the Federal Reserve System or by any other means approved by the Kansas State Treasurer. The use of the ACH electronic fund transfer 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 ACH electronic fund transfer for payments to an awarded vendor.

VI. ADDITIONAL PROVISIONS ([back to index](#))

1. **Term of Contract:** The anticipated term is three to five years, with one or more extension terms of duration to be determined at the time of award, based on the University's determination of best value to the University. The parties may extend the contract for subsequent periods by mutual agreement.

2. **Open-Ended Contract:** This Request for Proposal is for a contract between a Proposer and Kansas State University to furnish an undetermined quantity of a good or service in a given period of time.

Template Contract: A Proposer awarded a contract will be required to execute a contract with the University. The University's template contract for the equipment, commodities, or services described in this Request for Proposal is available for download in the Kansas State University Bid Portal. In addition, any resulting contract will include the attachment, and incorporation by reference, of the University's Contractual Provisions Attachment (KSU-146a, Rev. 3-24), which is also available in the Kansas State University Bid Portal for reference. The University may also consider a request to utilize a Proposer's template contract. To request a modification to the University's template contract or Contractual Provisions Attachment, or to propose the use of the Proposer's template contract, the Proposer must identify the exception(s) or include its template contract in the Proposal for consideration in final contract negotiation.