

REQUEST FOR PROPOSAL
Submit Bid To
UNIVERSITY OF KANSAS MEDICAL CENTER
DEPARTMENT OF PURCHASING
Mail Stop 2034
3901 Rainbow Blvd., Kansas City, KS 66160

If additional information is desired, contact **Hayley Unke-Moore** hunkemoore@kumc.edu or 913 588 1117

THIS IS NOT AN ORDER

If Given an Order, Bidder Agrees to Furnish the Items Enumerated Hereon at the Price(s) and under the Conditions Indicated

1. In communicating always refer to the quotation number on the specifications documents.
 2. In order to receive consideration for award, one copy of this "Request for Quotation" properly completed and signed must be returned to, and received by the Department of Purchasing, not later than the specified Central Time.
 3. All prices, items and conditions must be shown. Any prices, terms and conditions not shown, and presented after the specified closing time, will not be considered in the bid evaluating process.
 4. Purchase orders or contracts resulting from this quotation may not be assigned without written prior approval from the Director of Purchasing.
 5. The seller agrees to protect the purchaser from all damage arising out of alleged infringements of patents.
 6. Unless otherwise specified, the Director of Purchasing reserves the right to accept or reject all or any part of a quotation, and to waive technicalities.
 7. All offered discounts will be considered in determining the low bid and taken when payment is made.
 8. Except as otherwise indicated, the merchandise quoted shall be in new condition.
 9. Unit price shall prevail in the event of extension errors.
 10. KUMC reserves the right to award purchases by item, by group, or by lot, whichever is deemed to be in its best interest.
 11. In the event of a tie, the award shall be made to a Kansas bidder.
 12. If any portion of this bid is provided by a supplier other than the bidder, the bidder remains the prime contractor responsible for fulfilling all requirements of this bid.
 13. Samples of items, when required, shall be furnished at no expense to KUMC, and, if not destroyed in the evaluation process, will be returned at the bidder's expense if requested.
 14. Partial payments can only be made with the prior approval of the Project Coordinator.
 15. Bid and performance guarantees, when required, will be outlined in the specifications.
 16. All prices quoted are to be less federal excise and state sales taxes.
 17. It is hereby agreed that the bidder will, if required by law, comply with the Kansas Act Against Discrimination, K.S.A. 44-1030 et seq.
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GENERAL TERMS AND CONDITIONS

1. It is the intent of KUMC to permit competitive bidding. It is the bidder's responsibility to advise KUMC Purchasing, in writing no later than seven (7) days prior to the closing date, if any specification or requirement limits bidding to a single source.
2. When brand names or trade names and model numbers are used in the bid request, it is for quality, style, and features. Bids on equivalent items of substantially the same quality, style, and features are invited, unless otherwise indicated. However, to receive consideration, such equivalent bids must be accompanied by sufficient literature and/or specifications to clearly identify the items and allow for functional evaluation. If a bid indicates that an item quoted is functionally equivalent and is purchased and found to not be comparable, KUMC reserves the right to return the item at the bidder's expense, and the bidder will be charged back for any difference in cost for the specified item.
3. Any conviction for a criminal or civil offense that indicates a lack of business integrity or honesty must be disclosed. This includes 1) conviction of a criminal offense incidental to obtaining or trying to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; 2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of documents, receiving stolen property; 3) conviction under state or federal antitrust statutes; and 4) any other offense to be serious and compelling as to affect responsibility as a state contractor. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
4. For similar KUMC requests: <https://www.kumc.edu/finance/supply-chain/bid-opportunities.html>.

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas, if applicable.

Administrative Fee: No Administrative Fee will be assessed against purchases from this contract.

Procurement Cards: Agencies **may** use State of Kansas Business Procurement Card for purchases from this contract, if applicable.

Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, the University of Kansas Medical Center KU-146a (Contractual Provisions Attachment), and the University of Kansas Medical Center General Terms and Conditions shall be incorporated 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:

- Form KU-146a; <http://www.kumc.edu/finance/supply-chain/terms-and-conditions.html>
- University of Kansas Medical Center General Terms and Conditions; <http://www.kumc.edu/finance/supply-chain/terms-and-conditions.html>
- Construction Terms and Conditions; <http://www.kumc.edu/finance/supply-chain/terms-and-conditions.html>, if applicable;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFQ, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFQ as finalized.

Payment:

Payment Terms are 2%/15 Net 60 days. If the 60th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Submittal Requirements:

RFP responses must be emailed to Hayley Unke-Moore at hunkemoore@kumc.edu. Proposals must be submitted by the date and time specified. Proposals not received by this time will be rejected and not considered for award.

By submitting a proposal, bidder agrees that above order of precedence shall be included in any contract or agreement.

Bidder's proposal shall be deemed invalid if this *signed* document does not accompany proposal.

CONTRACTOR:

Company Name	
Address	
City, State, Zip	
Telephone	
FEIN	
E-Mail	
Contract Person	
Title	
Signature	