



Request for Qualifications “Notice to Respondents” NCAT Expansion Project

RFQ Number:

Date Posted: 12/18/2023

Closing Date: 01/18/2024

Email Address: purchasing@wsutech.edu

Website: <https://wsutech.edu/purchasing/>

Project Name: NCAT Expansion Project

Agency: WSU Campus of Applied Sciences and Technology (**WSU Tech**)
4004 North Webb Road, Gateway Bldg., Wichita, KS 67226

Guarantee: No Monetary Guarantee Required

Scope Summary: The Wichita State University Campus of Applied Sciences and Technology (WSU Tech) is interested in exploring various options, including a public-private partnership, to design, build, finance, and maintain additional facilities adjacent to WSU Tech’s existing National Center for Aviation Training (NCAT) in furtherance of WSU Tech’s priorities of creating an aviation and manufacturing educational training facility, consisting of an aviation hangar, labs, classrooms, offices, and student-centric learning spaces. Each of these facilities should complement the existing NCAT facility, as well as the other facilities and airport runway also located at the site. Through this Request for Qualification (RFQ), WSU Tech seeks to identify qualified developer(s) (Respondents) with recent and relevant experience in educational institution development to provide these expanded and enhanced facilities and who wish to enter into long-term ground and building leases with both WSU Tech and the owner of the land, the Wichita Airport Authority.

This RFQ is a formal competitive process to evaluate each Respondent’s qualifications and submissions (Submittals). All Submittals should respond to the information requested in this RFQ and may contain any additional information, drawings, and data that Respondents believe will assist WSU Tech in making its selection, subject to RFQ electronic file limitations. The electronic file name for the response must include both the name of the Respondent and title “NCAT Expansion Project”. Hardcopy submittals are neither requested nor required.

Responses submitted to this RFQ may satisfy RFQs issued by WSU Tech or any of its affiliate entities for projects supporting WSU Tech in the future.



This notice to Respondents is intended to be used in conjunction with the Request for Qualifications and all terms and conditions.

READ THIS REQUEST CAREFULLY

WSU Tech Information: Built in 2010, NCAT is a state-of-the-art aviation facility offering cutting-edge training and world-class research. NCAT was primarily funded and built by Sedgwick County to meet the aviation manufacturing workforce demand of the area. WSU Tech operates the NCAT facility, providing industry-driven training for much of the Wichita metropolitan area as well as down the I-35 corridor. NCAT is also home to a portion of the operations of Wichita State University's world-renowned National Institute for Aviation Research (NIAR). This world-class training facility provides students with the opportunity to receive hands-on, real-world training. Areas of expertise include most facets of general aviation manufacturing, research, engineering, electronics, unmanned aircraft systems, testing, airframe and powerplant maintenance, and professional pilot training.

WSU Tech has utilized its NCAT campus to work closely with industry, government, and a diverse range of other partners to offer unparalleled training and educational opportunities to increase a skilled workforce and meet the needs of regional, national, and global aviation manufacturing OEMs, MROs, and suppliers.

The Project: The NCAT Expansion Project is located on the Colonel James Jabara Airport, an approximate 8-acre parcel owned by the Wichita Airport Authority. The property is zoned as Limited Industrial.

The strategic intent for the NCAT Expansion Project is to create a diverse 21st century educational training facility that supports the growing workforce needs within the NCAT's existing scope of aviation and manufacturing technologies. WSU Tech encourages Respondents to submit proposals that serve and compliment WSU Tech students and employees, as well as remaining cohesive and supportive to the surrounding community and existing NCAT facilities.

Legal Structure: The Wichita Airport Authority owns, and will continue to own, fee simple title to the project site land, and each private development occurring within the project site will be governed by a ground lease between the Wichita Airport Authority and WSU Tech and a sublease between WSU Tech and the successful Respondent. WSU Tech intends to enter into good faith negotiations with the selected Respondent on the terms and conditions of the ground sublease following RFQ award ("Lease Negotiation Period"). WSU Tech shall terminate the Lease Negotiation Period if it determines, in its sole discretion, the parties to the ground sublease are not making sufficient progress and/or it is reasonably unlikely an agreement will be executed for any reason.

WSU Tech will lease back the building from the Selected Respondent. The Selected Respondent is expected to establish options for proposed building rental rates. Option 1 shall include design, construction, financing, operation, and maintenance of the building for 15 and 20 year periods with options through 30 years. Option 2 shall include design, construction, and financing for 15 and 20 year periods with options through 30 years.



WSU Tech intends to enter into good faith negotiations with the selected Respondent on the terms and conditions of the ground sublease following RFQ award ("Lease Negotiation Period"). WSU Tech shall terminate the Lease Negotiation Period if it determines, in its sole discretion, the parties to the ground sublease are not making sufficient progress and/or it is reasonably unlikely an agreement will be executed for any reason.

Execution of the ground sublease agreement is a condition of award and WSU Tech reserves the right to terminate the relationship and revoke the award if WSU Tech determines, in its sole discretion, the parties are not making sufficient progress and/or it is reasonably unlikely that the development and/or ground sublease agreement will be executed.

A draft of the ground sublease will be provided to the Selected Respondent. Respondents having business, legal financing or other issue or concern with any of these provisions must identify the concern and present its preferred alternate, which will then be considered and evaluated.

WSU Tech contemplates entering into a lease agreement to memorialize the engagement of the development partners by WSU Tech and the development of the project site.

RFP General Instructions and Requirements: The above number has been assigned to this Solicitation and **MUST** be shown on all correspondence or other documents associated with this Solicitation and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the **Purchasing Coordinator** via email address above.

All communications and for technical information regarding the RFQ specified in this solicitation and to arrange for a site visit, contact: purchasing@wsutech.edu

Any correspondence by potential respondents, with WSU Tech, must be documented in writing and submitted to the Purchasing Coordinator, to be considered for any possible addenda, and/or in the evaluation of the responses. Any change in specifications shall be documented by the Purchasing Coordinator and will be issued by written addendum.

Respondents are instructed to complete and return the documents and information outlined in the Submittal Checklist at APPENDIX B as a part of their response. Failure to return these completed documents may subject the response to disqualification. Respondents are strongly encouraged to organize the Submittal information in the order set forth in the Submittal Checklist and in as few electronic files as possible. The responsiveness of the Respondent will be reviewed and scored based on the organization of the submittal and following the order as established in the Submittal Checklist.

Respondents may have an opportunity to participate in a Question and Answer Session (Q&A Session) with WSU Tech leaders, during the time period set forth in the RFQ PROJECT SCHEDULE. Respondent is required to submit written questions to the Purchasing Coordinator, at least five (5) business days prior to their scheduled Q&A Session. The Q&A Session is intended to be an opportunity for open discussion between WSU Tech and Respondent and, as such, WSU Tech welcomes additional questions during the Q&A Session.



Respondents shall be required to complete and submit a Conflict of Interest Certification form at APPENDIX A of this RFQ. Failure to sign the certification, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent shall be removed from all solicitation lists.

WSU Tech will include, as part of its considerations, each Respondent's state and/or federal certifications as a small, minority, women, or veteran business, as well as the verifiable small business, MWBE, and VBE status of its subcontractors. Demonstrated participation of MWBE and VBE will be reviewed and scored as part of the evaluation by the selection committee.

All construction on the site shall be governed by the City of Wichita MABCD building and fire codes.

The code requirements published by MABCD can be found here:

<https://www.sedgwickcounty.org/mabcd/codes-resolutions-ordinances/>

The code requirements published by the State Fire Marshall can be found here:

<https://firemarshal.ks.gov/158/Statutes-Regulations>

WSU Tech's NCAT Expansion Project must include plans for adequate surface parking for visitors and compliant with all code and accessibility requirements, connecting with existing parking surfaces and cohesive with existing infrastructure. The expansion project must meet the project development requirements and jobsite checklist provided by the Wichita Airport Authority. Refer to APPENDIX D.

Respondent is required to submit a list of key personnel on the development team who the Respondent proposes will be key to the NCAT Expansion Project. The development team list should include a general description of each development team member's experience and qualifications in providing their respective services for projects of similar size and use; highlighting any experience working within the aviation and airport sector where applicable.

The development team shall provide three client references as part of this submittal. Provide client contact information (name, title, street address, telephone number, and email address) for three projects that you have worked on. Provide contact information of the individual with the client that is knowledgeable of the project.

The team that is proposed by the Respondent in the Submittal shall be the expected team that must execute the project. A final list of key personnel shall be expected in the final contract documents with the requirement that changes be reviewed and approved by WSU Tech. Please identify:

- a. General Contractor
- b. Architectural firm
- c. Engineering, including any Civil Engineering if applicable, firms
- d. Subcontracting Firms or Persons
- e. Financial team



- f. Legal team
- g. Marketing

Using tools common to such projects, provide a comprehensive overview of WSU Tech's NCAT Expansion Project Site that will enable WSU Tech to achieve the project objectives, including the following:

- At least one conceptual site plan and floor plan layout to include square footage and floor area ratio. The design should allow for:
 - A hangar of at least 18,000 square feet and not to exceed 21,000 square feet that provides connection to the taxiway and apron found in APPENDIX E.
 - An educational training building of at least 44,000 square feet and not to exceed 51,000 square feet that shall be connected to the hangar.
 - The facility shall tie into the adjacent concrete apron and taxiway that has been designed and constructed through the Wichita Airport Authority. Refer to APPENDIX E for the Apron and Taxiway layout. Refer to APPENDIX F for the TIE DOWN layout. Construction of this taxiway and apron will start in Spring of 2024 and be complete by late 2024.
- Environmental review oversight.
- At least two street elevation drawings at each phase of the Proposal.
- A draft schedule, and work plan identifying all phases and major milestones.
- Respondent's suggested phasing approach and proposed timeline for delivery of each phase of the Project from an initial phase through completion. This item is tied to the concept plan. This response narrates the Respondent's intent of density, use and sequencing.
- Describe how the proposed plan will address and integrate existing facilities and infrastructure, including buildings, parking lots, concrete aprons, etc.
- A proposed plan of finance for the Project, and the extent to which Respondent plans to use commercial bank financing, private equity, institutional or other permanent capital and/or tax-exempt bond financing. Such plan should be marked "CONFIDENTIAL / PROPRIETARY INFORMATION".
- Identify the primary risks that Respondent anticipates for the Project, along with Respondent's recommended mitigations for those risks.

Submission Evaluation: After receiving all Respondent submissions, WSU Tech shall engage in a period of review and due diligence. Projected time frame for this period is outlined in the RFQ Project Schedule. Respondent may be expected to travel to campus at least once during this period to present their Submittal and answer questions related to the Project scope.

The evaluation of responses and the selection of qualified Respondents will be based on the information provided by Respondent in its response to APPENDIX B Submittal Checklist of this RFQ. Consideration



may be given to additional information if WSU Tech deems such information relevant.

Generally, factors to be used in evaluating each Respondent will include, but not necessarily be limited to:

- Project design, approach, schedule, rental options proposed, and integration of college and student needs – 50 Points
- Demonstrated past team experience on developer led projects with similar delivery methods – 20 Points
- Demonstrated execution and success on prior similar building type projects – 20 Points
- Construction Management at Risk experience – 20 Points
- Demonstrated participation of disabled veteran, minority and woman owned business within the development team – 5 Points
- Responsiveness to the Request for Qualifications including format, quality, and presentation – 5 Points
- References – 5 Points
- Total Points – 125 Points

General Information: WSU Tech requests that interested Respondents submit an RFQ response that demonstrates their experience, capabilities, and approach to the delivery of educational partnership facilities. The RFQ response must be submitted in accordance with the terms and conditions of this RFQ and any addenda issued hereto. WSU Tech may evaluate the proposals based on the anticipated completion of all or any portion of the project.

For all components of the partnership, WSU Tech reserves the right to adjust the scope of the project at its discretion.

Failure to abide by all the conditions of this Request may result in the rejection of your response. Inquiries about this Request should indicate the RFQ number and title and be directed to the **Purchasing Coordinator** via email address above.

Failure to notify the Purchasing Coordinator of any conflicts or ambiguities in this Solicitation for Proposal may result in items being resolved in the best interest of **WSU Tech**. Any modification to this Request shall be made in writing by addendum and mailed to all bidders who received the original request. Only written communications are binding.

WSU Tech reserves the right to award any, all or none of the Services described in this RFQ after completion of the RFQ process. WSU Tech reserves the right to reject any or all responses, in whole or in part, to divide the project into multiple parts, and/or to reject all proposals and re-solicit for new proposals. WSU Tech reserves the right to reject any or all responses and to waive irregularities or informalities as may be deemed in WSU Tech's interest. It is WSU Tech's intent to award this engagement



to the firms with the best overall qualifications who have provided a project that meets WSU Tech's vision for the NCAT Expansion Project. Upon selection of the preferred Respondent, WSU Tech will negotiate the specific terms of an engagement with each selected provider(s), including fees and costs. Each negotiated agreement is subject to approval by WSU Tech and any applicable state or governing body approvers.

WSU Tech may conduct financial and reputational background checks on Respondent and any Respondent contractors. Willingness to provide a release for these background checks may be called upon as a prerequisite to be eligible for selection for engagement by WSU Tech.

All Respondents will be required to certify their submittals and all required qualifications. The Certification of Qualification is at APPENDIX C to this RFQ.

This RFQ does not obligate WSU Tech to award a contract or complete the proposed project and each reserves the right to cancel this RFQ if it is in its best interest. Responses must be clear and concise. Responses that are difficult to follow or that do not conform to the RFQ format or binding specifications may be rejected. WSU Tech is not necessarily bound to accept the lowest cost response.

Any decision to cancel or reject any and all proposals is in WSU Tech's sole discretion. WSU Tech also reserves the right to change the evaluation criteria or any other provision in this RFQ by posting notice of the change(s) on the [Purchasing](#) section of WSU Tech's webpage. Respondents should check the site daily for updates (e.g. amendments, responses to questions) and are expected to review information on the site carefully before submitting a final proposal. Such changes or updates above constitutes written notice to each Respondent.

This Project has been determined by the Airport Special Facility Revenue Bond (ASFRB) to be exempt from Kansas Sales Tax(es). The cost of said tax must be EXCLUDED FROM all Proposals and Contract prices. Sales tax includes all applicable state, county, and city sales tax.

All Proposal documents, and any renderings, drawings, designs, plans and other documents, prepared by or on behalf of WSU Tech and/or the Respondent ("Proposal Documents") shall be deemed the property of WSU Tech, unless otherwise agreed to by Respondent and WSU Tech in writing. Neither the Respondent, nor the Respondent's Architect or any other party, shall own or claim a copyright in such documents, and WSU Tech shall be deemed the author of them and will retain all common law, statutory and other reserved rights, in addition to the copyright. The Respondent is granted a limited license to use and reproduce applicable portions of the Proposal Documents appropriate to and for use in the performance of Respondent's services under an agreement with WSU Tech. Submittal or distribution to meet official regulatory requirements in connection with this Project is not to be construed as publication in derogation of WSU Tech's copyright or other reserved rights.

Respondents having business, legal financing or other issue or concern with any of the provisions set forth and/or referenced in this RFQ must identify the concern and present its preferred alternate, which will then be considered and evaluated as part of the response and critiqued under the appropriate selection criteria.



Anticipated Timeline: Below is the anticipated schedule of events for the RFQ process. WSU Tech reserves the right to make modifications to the schedule as needed.

PROJECT	PROPOSED FOR RFQ
Issuance of RFQ	December 18, 2023
RFQ Submittal Deadline (3:00 p.m. CDT)	January 18, 2024
Proposal Review Period by WSU Tech	January 19, 2024
Deadline for Questions to Purchasing Coordinator	January 31, 2024
Q&A with Bidders (Week of)	February 5, 2024
Proposal Review Period Ends	February 16, 2024
Notice to Selected Bidder and Contract Negotiation Period Begins	February 23, 2024
Contract Negotiation Period Ends	April 1, 2024
Desired Date for Project Start	April 8, 2024

The selected respondent shall be required to verify the program requirements as determined by WSU Tech. This program verification shall start once the Notice to Proceed has been issued by WSU Tech.

The selected respondent shall be required to meet the project development requirements and jobsite checklist provided by the Wichita Airport Authority. Refer to APPENDIX D.

Duration of Offer: All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal closing unless extended by mutual written agreement of both parties. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

RFQ Terms and Conditions: This RFQ includes and incorporates the Wichita State University Campus of Applied Sciences & Technology DA-146a (rev. 02/20) (WSU Tech Contractual Provisions Attachment). If a Respondent take exception to any of the language in the terms and conditions, the Respondent must indicate those exceptions in its response to the RFQ; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFQ will be available for discussion or negotiation. Please note: the terms set forth in the WSU Tech Contractual Provisions Attachment are required by law.



APPENDIX A
CONFLICT OF INTEREST CERTIFICATION

I hereby certify on behalf of myself and as the authorized agent for the corporation, company, or entity ("Company") submitting this RFQ, as follows (initial each statement below):

1. No WSU Tech official or employee, or their immediate family member, has an ownership interest in Respondent or Respondent's Company.

2. No WSU Tech official or employee, or their immediate family member, will derive personal financial gain from this Project.

3. No retired or separated WSU Tech official employee, or their immediate family member, has been retired or separated for less than 12 months and has an ownership interest in Respondent's Company.

4. No WSU Tech official or employee is contemporaneously employed or prospectively to be employed with Respondent or Respondent's Company.

5. Respondent has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any WSU Tech official or employee in an effort to obtain or maintain a contract or selection under this RFQ.

6. Any exceptions to the above certified statements are stated here:

In addition to the certifications above, I hereby disclose the following information to identify any actual or perceived conflicts of interest (indicate "None" if there are no disclosures):

Please attach separate pages as necessary.



1. List all former, existing, or pending contractual relationships with WSU Tech or any of its affiliated entities.

2. List all clients whose continued representation might be perceived to create a conflict of interest with the firm's engagement by WSU Tech and describe how the firm would propose addressing any such conflict of interest.

3. List all clients whose continued representation might be perceived to create a conflict of interest with the firm's engagement by WSU Tech and describe how the firm would propose addressing any such conflict of interest.

4. List all employees and/or principals who are members of, or sit on, any board or body of WSU Tech or any of its affiliated entities.

5. List all professional, financial, or personal interests that create or could create the perception of a conflict of interest in connection with this engagement. *All such information should be separately submitted and marked "CONFIDENTIAL / PROPRIETARY INFORMATION".*

6. List and provide a narrative overview of any past or current criminal or civil proceedings involving principals (past or present) of Respondent and/or Respondent's Company or subsidiary interests under its control.



By executing this certification, Respondent affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted response to this RFQ.

Respondent further affirms that it has not and shall not contact existing WSU Tech employees to solicit information related to this RFQ or in an effort to influence this RFQ, or any resulting RFQ. All questions or requests for information or clarification shall be submitted as set forth in Proposal Content and Specification section of this RFQ.

Failure to sign the certification, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent shall be removed from all solicitation lists.

Federal Employer Identification Number (FEIN):

Respondent/Company:

Signature:

Date:

Name (typed/printed):

Title:

Address:

Telephone Number:

E-mail:



APPENDIX B

SUBMITTAL CHECKLIST

All documents and information listed below must be included with your submission in order for your proposal to be deemed responsible for this offering.

Respondents are strongly encouraged to organize the Submittal information in the order set forth in the Submittal Checklist and in one PDF file.

Failure to Include the Below Requested Documentation Will Result in an Automatic Rejection of Respondent's Submission		
1.	Cover Letter – Include a one-page cover letter on company letterhead. Identify the primary contact for the Development Team including email address, telephone number, and mailing address.	
2.	Development Team Member Descriptions.	
3.	At least one conceptual site plan and floor plan design to include square footage and floor area ratio.	
4.	At least two street elevation drawings at each phase of the Proposal.	
5.	Draft schedule, and work plan identifying any and all phases and major milestones.	
6.	Phasing approach and proposed timeline for delivery of each phase of the Project from an initial phase through completion. This item is tied to the schematic plan. This response narrates the Respondent's intent of density, use and sequencing. Describe how Respondent would make the best use of available sites, WSU Tech brand and affiliation, and the existing Campus facilities.	
7.	Narrative describing how the proposed plan will address and integrate community needs and input.	
8.	A proposed plan of finance for the Project, and the extent to which Respondent plans to use commercial bank financing, private equity, institutional or other permanent capital and/or tax-exempt bond financing. <i>Such plan should be marked "CONFIDENTIAL / PROPRIETARY INFORMATION".</i>	
9.	Narrative describing Respondent's evaluation and design methodology and strategy for optimizing development of the Site. Financing, space leasing strategy, design and construction strategy, and long-term management of the Project and all its components.	



Failure to Include the Below Requested Documentation Will Result in an Automatic Rejection of Respondent's Submission		
10.	Narrative describing Respondent's approach to communicating with WSU Tech and community stakeholders.	
11.	Narrative identifying the primary risks that Respondent anticipates for the Project, along with Respondent's recommended mitigations for those risks.	
12.	Identify whether Respondent qualifies as a Historically Underutilized Business, and if there are any probably subcontracting plans to contract with Historically Underutilized Businesses.	
13.	Conflict of Interest Certification (APPENDIX A)	
14.	Certification of Qualification (APPENDIX C)	
15.	Certification Regarding Immigration Reform & Control	
16.	Disabled Veteran, Minority and Woman Owned Business Declaration	
17.	3 Client References	

**APPENDIX C****CERTIFICATION OF QUALIFICATION**

THIS CERTIFICATION OF QUALIFICATIONS MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S QUALIFICATION MATERIALS. FAILURE TO COMPLETE, SIGN, AND RETURN THIS CERTIFICATION OF QUALIFICATIONS WITH THE QUALIFICATION MATERIALS MAY RESULT IN THE DISQUALIFICATION OF RESPONDENT.

By submitting a response to this RFQ, Respondent certifies that, to the best of its knowledge, all responses are true, correct, and complete.

Respondent acknowledges this RFQ is a solicitation for the submission of qualifications and is not a contract or an offer to contract. Submission of Qualification Materials by Respondent in response to this RFQ will not create a contract between WSU Tech and Respondent. WSU Tech has made no representations, warranties, or guarantees, written or oral, that one or more contracts with WSU Tech will be awarded under this RFQ. By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

Federal Employer Identification Number (FEIN): _____

Respondent/Company: _____

Signature: _____

Date: _____

Name (typed/printed): _____

Title: _____

Address: _____

Telephone Number: _____

E-mail: _____



**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Respondents are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Respondent as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Respondent hereby certifies without exception that Respondent has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the College's option, may subject the contract to termination and any applicable damages.

Respondent certifies that, should it be awarded a contract by **WSU Tech**, Respondent will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Respondent pursuant to this contract. Respondent further certifies that it will remain in compliance throughout the term of the contract.

At **WSU Tech's** request, Respondent is expected to produce to **WSU Tech** any documentation or other such evidence to verify Respondent's compliance with any provision, duty, certification, or the like under the contract.

Respondent agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Respondent

Date



Disabled Veteran, Minority and Woman Owned Business Declaration

Respondent hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:

Type of Business: Check applicable block(s)

____ “Service Disabled Veteran”

____ “Black American” includes persons having origins in any of the Black racial groups of Africa.

____ “Woman-Owned Business Enterprise”.

____ “Hispanic American” includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

____ “Native American” includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.

____ “Asian-Pacific Americans” includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business.

Proposer: _____

Certified by (name of Public Entity, if applicable): _____

City: County: _____

State: Zip Code: _____

Certificate Number: _____
(Attach copy)

Signature: Date:

Minority and Woman Owned Businesses (M/WBE) shall complete this page and return with their submittal.



SAMPLE NOTICE OF CONTRACTUAL PROVISION ATTACHMENT

Wichita State University Campus of Applied Sciences & Technology (WSU Tech)
DA-146a (Rev. 02.20)

The parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** The agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the agreement shall reside only in courts located in Sedgwick County, Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or the University to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and the University is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance:** The agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of the University, as defined in University policy.
7. **Arbitration.** Damages and Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or the University have agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.



9. **Responsibility for Taxes:** The State of Kansas and the University shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University/College shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any property in which Contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.)
13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and the University to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.
14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of the University or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
15. **Privacy of Student Records:** Contractor understands that the University is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any request for or improper disclosure of University's student educational records.
16. **Export Control:** Contractor agrees to comply with all U.S. Laws relating to the transfer, export, or re-export of technology and technical data, as defined in the export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. The release of information to any employee or other person, who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States may require advanced written authorization from the appropriate U.S. agency. Contractor shall notify University in writing prior to disclosure of any technical data or other items subject to EAR or ITAR and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR.
17. **Certification:** Contractor certifies that to the best of its knowledge neither it nor any of their principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.27, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the University if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
18. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's reasonable safety and security policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees to, upon request, include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the University with a certificate of insurance.
19. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.