



REQUEST FOR PROPOSAL RFP 26007

AUDIT SERVICES

RFP Number: The above Request for Proposal Number has been assigned to the Request and **MUST** be shown on all correspondence or other documents associated with this Request and **MUST** be referred to in all verbal and written communications. *All inquiries, written or verbal, unless otherwise specified herein, shall be directed to purchasing@washburn.edu only.*

Purpose: This document constitutes a request from Washburn University for competitive proposals from vendors in accordance with the terms, conditions, requirement and instructions stated herein.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of the Request for Proposal (RFP) may result in the rejection of a bid.

SECTION 1: INTRODUCTION

1.1 Purpose of Request

Washburn University is seeking proposals from certified public accounting firms interested in performing audits and related professional services in accordance with the terms, conditions and requirements stated herein pursuant to all applicable state and federal regulations.

1.2 RFP Details

Important Dates

RFP Issued	February 2, 2026
RFP Inquiry Questions Due	February 13, 2026
Proposal Due Date	February 27,2026, at 2 PM CST

*Proposals must be received by **February 27,2026 at 2 PM (CST) local time.** Proposals must be in electronic format or delivered in sealed envelope to the Purchasing Office, Morgan 214 and must be received by the date, time, and place stated herein in order to be considered.*

Inquiries

All inquiries about the RFP must be submitted electronically to purchasing@washburn.edu.

Questions arising subsequent to the issuance of the RFP that could have an impact on the responses should be submitted by **February 13,2026**, to purchasing@washburn.edu. All official answers to questions submitted will be in the form of an addendum and be in written form ONLY. No other answers given in any other format will be deemed valid for this RFP.

Submission

Email your proposal to Washburn Purchasing purchasing@washburn.edu by 2:00 pm, Central Time on **February 27,2026**. Adobe PDF document type is preferred, but Microsoft Word and Excel document types are accepted.

Washburn University reserves the right to reject any or all proposals, to waive or refuse to waive errors or omissions in any proposal, to extend the time for submission of proposals, or to withdraw this request at any time. In no event shall a vendor submit its own standard contract terms and conditions as a response to this RFP. The vendor should address specific language or exact contract deviations that its firm wishes to negotiate in a section entitled exceptions.

Acceptance

Washburn University may award the contract to the vendor whose proposal is determined to be the most beneficial to the University. The University will contact the vendor upon acceptance of a proposal. Washburn University will also notify all unsuccessful proposers as to the outcome of the evaluation process. This RFP does not obligate the University to award a contract and reserves the right to cancel this RFP if cancellation is in the University's best interest.

Parties to the RFP

Parties to the contract will be Washburn University and the vendor. Invoices for all services and reimbursable expenses will be submitted to the Washburn University department of record for payment. Approved payments will be subsequently made by Washburn University in accordance with the contract.

Costs of Proposal Preparation

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

Competition

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

News Releases

Only Washburn University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

SECTION 2: INSTRUCTIONS FOR SUBMITTING A PROPOSAL

- 2.1 **Submittals:** Proposals shall consist of electronic copy attached to submission email including supporting documents to Washburn University at purchasing@washburn.edu or by hard copy delivered to Gabrielle Rye, Buyer, to Morgan 214. Bidder's proposal shall be received by the closing date and time listed on the cover sheet.

Alternate Bids (If Applicable): Each Bidder shall bid all alternates included in the Bid Proposal Form except, should he desire not to bid an alternate, he may insert the words "no bid" in the space provided for prices for such alternate. However, when a Bidder writes "no bid" for one or more alternates, he thereby waives any claim to the contract award if that alternate (or those alternates) becomes the basis for determining the low bid and/or change contract award. If an alternate price called for involves no change in price, Bidder shall so indicate by writing the words "no change" in the space provided. If the space provided for an alternate price is left blank, the blank space shall mean no bid. All amounts shall be clearly marked to indicate whether Alternate Price is an "ADD" or a "DEDUCT" price from the BASE BID Price. If neither is indicated, then "ADD" shall be implied.

- 2.2 **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line.
- 2.3 **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only Washburn University shall issue changes to this RFP, which will be in writing.
- 2.4 **Modification of Proposals:** A vendor may modify a proposal by email at any time prior to the closing date and time for receipt of proposals.
- 2.5 **Withdrawal of Proposals:** A proposal may be withdrawn by email from the vendor to Gabrielle Rye in the Purchasing Office at Washburn University prior to the closing date. Unless otherwise provided in any supplement to these Instructions, no Bidder shall modify, withdraw, or cancel a bid or any part thereof for ninety (90) days after the opening time of bids.
- 2.6 **Proposal Disclosures:** At the time of closing, only the names of those submitting proposals shall be made public information. No pricing or other proposed information will be released. Interested vendors or their representatives may be present at the announcement.
- 2.7 **Proposal Format:** It is the vendor's responsibility to submit complete responses in accordance with the format and instructions requested. It is the vendor's responsibility to submit information related to the evaluation categories and the University is under no obligation to solicit any information not included in the submitted proposal. Failure to submit information may cause an adverse impact on the evaluation of the vendor's proposal.

Vendors are requested to provide a point by point response to all requirements listed in the

Request for Proposal.

Vendors are requested to organize their proposal into distinctive sections that correspond with the requested format stated below.

2.8 Evaluation of Proposals: Proposals will be evaluated using, but not necessarily limited to, the following criteria:

- Cost – Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The University reserves the right to award to the lowest responsive proposal without conducting formal negotiations if recommended by the PNC and approved by the Director of Purchasing. Price – Vendor’s total project price will be compared to other vendors. The award will be made on best overall value.
- Vendor Experience – Vendor has successfully completed similar projects and has the qualifications necessary to undertake this project as evidenced by provided references and examples of past work.
- Response format as required by this Request;
- Adequacy and completeness of proposal;
- Vendor's understanding of the project;
- Compliance with the terms and conditions of the Request;
- Experience in providing like services;
- Qualified staff;
- Methodology to accomplish tasks.

Evaluation Process: After determining a proposal satisfies the mandatory requirements in the Request for Proposal, a comparative assessment of the proposal in relationship to the published evaluation criteria shall be made. The University reserves the right to consider historic information and fact, whether gained from the proposal, vendor presentations, references, or any other source, in the evaluation of the proposals.

2.9 Pre-Award Presentations and Negotiations:

2.9.1 As part of the evaluation process, the University may require presentations from the highest ranked proposals.

2.9.2 Prior to award, the University may elect to communicate with the highest ranked vendors submitting a proposal for purposes of:

1. Resolving minor differences and informalities;
2. Clarifying necessary details and responsibilities;
3. Emphasizing important issues and points; or
4. Examining ways to improve any subsequent contract and/or its constituent documents.

2.10 Additional Information: The University reserves the right to request additional information or clarification on any matter included in a proposal. The University reserves the right to negotiate with any vendor or vendors to arrive at a final decision.

- 2.11 **Washburn University Purchasing Consortium/Cooperative Memberships:** Washburn University is a member of E&I, Sourcewell, Omnia Partners, Choice Partners, Greenbush, BuyBoard, PACE and GSAdvantage. The University is also eligible to receive pricing available on State of Kansas contracts that indicate 'Yes – All Political Subdivisions'. Vendors/Manufacturers who participate in more than one of these should quote the lowest available contract cost for materials/services. Contact Matt Hammar at purchasing@washburn.edu for assistance in determining whether you or your supplier is a participating contract/consortium vendor.
- 2.12 **New Vendor:** Please submit a W-9 with your proposal if you are a new vendor. You can find this form at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

SECTION 3: SCOPE OF SERVICES REQUESTED

3.0 Background and Purpose:

Washburn University (University) has established a five (5) year rotation for audit services with fiscal years running from July to June. The services will be for Washburn University and Washburn Institute of Technology. The University is seeking proposals from certified public accounting firms interested in performing the following audits and related professional services for the fiscal year ending 30 June 2026 with the option of renewing for each of the subsequent four (4) fiscal years. Washburn Endowment Association and Washburn Law School Endowment are separate 501(c)(3) entities and are not included in this RFP.

- General purpose financial audit
- Compliance audits
- Revenue Bonds, including arbitrage rebate calculation and Continuing Disclosure
- Tax Reporting and Compliance
- NCAA Agreed Upon Procedures in FY 2028
- Potential Bond Issue

3.1 OBJECTIVES AND REQUIREMENTS - GENERAL PURPOSE FINANCIAL AUDIT

3.1.0 3.1.0 Audit Planning. The auditor shall conduct an annual audit planning meeting with University management prior to the commencement of fieldwork to discuss audit scope, significant risk areas, planned audit approach, key transactions, and the anticipated timeline.

3.1.0.1 The auditor shall provide University management with a summary of significant audit risks identified and the planned audit responses as part of the audit planning phase.

3.1.1 Objectives. The University wishes to meet the following objectives as a result of the general purpose financial audit:

- To determine that management assertions regarding economic actions and events embodied in the financial statements are verifiable, properly classified and disclosed.
- To determine the extent to which management assertions conform to established criteria, standards, rules, regulations, and statutes of the State of Kansas.
- To communicate to the University's Board of Regents the auditors' conclusions ("auditors' report" or "auditors' opinion") as to the fairness with which the

financial statements present the financial position as of June 30 for each of the fiscal years covered by this proposal and for the years then ended in conformity with generally accepted accounting principles ("GAAP").

- To communicate to the University's Board of Regents the auditors' conclusions ("management letter") regarding any existing weaknesses in accounting, fiscal procedures, or internal control, and any other matters that may come to their attention, together with any recommendations for corrections or improvements.

3.1.2 Staffing. The University's staff of accountants will prepare draft financial statements, including footnotes and other appropriate supporting documentation, in accordance with GAAP as of June 30 and for the year then ended for each of the fiscal years covered by this proposal. Said financial statements will be available for auditor review no later than September 1 each year.

3.1.2.1 The preparation of schedules, analyses, and supporting documentation by University staff shall be limited to information customarily prepared in the normal course of business. Requests for auditor-generated schedules, recalculations, confirmations, or testing documentation shall be the responsibility of the auditor.

3.1.2.2 The auditor shall prepare audit-specific schedules including, but not limited to, lead sheets, rollforwards, analytical procedures, confirmation tracking, and sampling documentation.

3.1.3 Audit Completion Date. The audit completion date of October 15, 2026 is a mandatory completion date for the fiscal year ending June 30, 2025, and will not be extended. For each additional fiscal year covered by this proposal, the completion date will be October 15 following the end of the fiscal year under review. The term audit completion date is defined as the completion of all audit related requirements as set forth below. Firms submitting proposals must have a full intention to meet these dates.

3.1.4 Relevance of Responses. The University requests proposal responses be limited to information relevant to the audit services specifically requested.

3.1.5 Requirements. The performance of financial audits in accordance with generally accepted auditing standards ("GAAS") and the applicable industry audit guide as of June 30 and for the year then ended for the University. The auditor shall determine whether the financial statements present fairly the financial position of the University, including its blended component unit (Washburn Institute of Technology), and of its discretely presented component units, and the related changes in financial position and cash flows as of June 30 and for the year then ended in accordance with GAAP. Said financial audit shall include all unrestricted funds (including auxiliary enterprise funds and designated funds), restricted funds, and fixed asset funds of the University.

3.1.5.1 The audit shall result in the issuance of a report for the University and should be made up of at least:

3.1.5.1.1 An auditors' report or opinion as to the fairness with which the financial statements present fairly the financial position, changes in financial position and cash flows as of June 30 and for the year then ended in accordance with GAAP. Additionally, the auditors' report or opinion should indicate any supplemental information included as a part of the basic financial statements is fairly stated in all

- material respects in relation to the basic financial statements taken as a whole.
- 3.1.5.1.2 Audited financial statements consisting of statements of net assets as of June 30 and the related statements of revenues, expenditures and changes in net assets and of cash flows for the year then ended and other statements as may be required for conformity with GAAP.
 - 3.1.5.1.3 A management letter identifying any existing weaknesses in accounting, fiscal procedures, or internal control, and any other matters that may come to the auditor's attention, together with any recommendations for corrections or improvements.
- 3.1.5.2 The auditor shall provide final reports and management letters in secure electronic format (PDF). Printed copies may be provided upon request at no additional cost, not to exceed fifteen (15) copies.
 - 3.1.5.3 At the conclusion of the audit, the auditor shall meet with the Vice President for Administration and Treasurer of the University and the Audit Committee of the Board of Regents to review the audit report, the management letter or other comments or suggestions, and any other findings. Findings of material weaknesses, reportable conditions, qualifications of the auditors' report, and of defalcations, or reports of lack of such findings, shall be communicated in writing to the Audit Committee; and such written communications shall include any responses or other comments which the Vice President for Administration and Treasurer, the Audit Committee or the Board of Regents wishes to have included. Status meetings shall occur as necessary during fieldwork, with frequency and format agreed upon in advance with University management. The auditor shall also conduct a post-audit exit conference with University management to discuss observations, recommendations, and process improvement opportunities.
 - 3.1.5.4 As a part of providing ongoing professional services to the University, the auditor will be required to provide a timely written description of changes in promulgated GAAP (e.g., Financial Accounting Standards Board ("FASB") Statements, FASB Interpretations, FASB Technical Bulletins, Emerging Issues Task Force ("EITF") Reports, Governmental Accounting Standards Board ("GASB") Statements, GASB Interpretations, GASB Preliminary Views, GASB Invitation to Comment, or GASB Technical Bulletins), GAAS, and other relevant changes (e.g., changes in the Internal Revenue Service ("IRS") Code or related regulations affecting the taxation of unrelated business income, tax compliance, and tax reporting) occurring during the contract period and the impact thereof, if any, to the University as a result of said changes.
 - 3.1.5.5 The auditor shall be responsible for the preparation, control, distribution, and follow-up of all audit confirmations, including but not limited to cash, investments, receivables, payables, debt, and legal confirmations. University staff will provide underlying contact information and authorize requests as necessary, but will not be responsible for drafting, mailing, tracking, or follow-up procedures related to confirmations.
 - 3.1.5.6 Audit work papers and reports shall be retained by the auditor for a minimum of three (3) years from the date of the audit report, unless the auditor is notified otherwise in writing by the University. Audit work papers shall be made available upon request to the University following completion of the audit.

- 3.1.5.7 The auditor shall utilize a secure electronic audit platform or portal for the exchange of documents, requests, and deliverables. Requests shall be consolidated and coordinated to minimize duplicative or piecemeal information requests.
- 3.1.5.8 The auditor shall provide implementation guidance and audit-ready examples for new GASB pronouncements applicable during the contract period, including but not limited to GASB Statements No. 87 (Leases), 96 (SBITA), and 101 (Compensated Absences).
- 3.1.5.9 The auditor shall prepare SBITA calculation schedules in an audit-ready format and provide corresponding journal entry recommendations for management's review and posting.
- 3.1.5.10 For any debt issuances, refundings, or related financing transactions occurring during the fiscal year under audit, the auditor shall provide audit-ready accounting support. This shall include preparation of bond-related calculation schedules and provision of detailed journal entry recommendations related to bond proceeds, premiums or discounts, cost of issuance, escrow or defeasance accounting, and initial amortization setup. Management shall review and post all journal entries. The auditor shall also provide guidance on the ongoing amortization of bond premiums, discounts, and deferred amounts in accordance with applicable GASB standards.
- 3.1.5.11 The auditor shall provide all required communications to those charged with governance in accordance with AU-C Section 260 and AU-C Section 265, including communications related to significant audit matters, internal control deficiencies, and other required disclosures.
- 3.1.5.12 The auditor shall provide draft financial statements, reports, and management letters sufficiently in advance of required completion dates to allow adequate review by University management prior to final issuance.
- 3.1.5.13 The auditor shall annually affirm its independence in accordance with applicable professional standards.

3.2 OBJECTIVES AND REQUIREMENTS – COMPLIANCE AUDITS

- 3.2.1 Objectives. The University wishes to meet the following objectives as a result of a compliance audit of federally-funded assistance agreements and negotiated contracts (federal program expenditures to be audited include appropriations, grants and cooperative agreements, cost-type contracts, flow-through from federally-funded prime grants and contracts), and student financial assistance programs (student financial assistance programs expenditures to be audited include the Federal Perkins Loan Program, Federal Work-Study Program, Federal Supplemental Education Opportunity Grants Program, Federal Pell Grants Program, Federal Family Education Loan Program (Stafford/PLUS), Nursing Student Loan Program, and Federal Direct Loan Program):
 - To determine the financial statements of the University present fairly its financial position and the results of its operations in accordance with GAAP as of June 30 and for each year then ended covered under this proposal.
 - To determine the University has an internal accounting and other control systems to provide reasonable assurance it is managing its Federal awards in compliance with applicable laws and regulations.

- To determine the University has complied with laws and regulations that may have a material effect on its financial statements and on each major Federal award program, as defined in 2 CFR 200.
- To determine the University has complied with the applicable requirements set forth in the Higher Education Amendments of 1992.

3.2.2 Staffing. The following information will be prepared by the University's staff of accountants:

3.2.2.1. With the exception of student financial assistance programs, a list of auditable Federal programs and their expenditures for the year ended June 30 for each of the fiscal years covered by this proposal. For student financial assistance programs, a list of their expenditures will be prepared for the fiscal years covered by this proposal.

3.2.3 Audit Completion Date. The audit completion date of October 15, 2026, is a mandatory completion date for fiscal year 2026 and will not be extended. For each additional fiscal year covered by this proposal, the completion date will be October 15 following the end of the fiscal year under review. The term "audit completion date" is defined as the completion of all audit related requirements as set forth below. Firms submitting proposals must have a full intention to meet these dates.

3.2.4 Relevance of Responses. The University requests proposal responses be limited to information relevant to the audit services specifically requested.

3.2.5 Requirements. The audit shall be as of June 30 and for the year then ended. The audit shall be performed in accordance with generally accepted government audit standards covering financial, internal control, and compliance audits (i.e., the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, developed by the Comptroller General in effect during the fiscal year being audited; the Student Financial Assistance Audit Guide, developed by the U.S. Department of Education in effect during the fiscal year being audited; 2 CFR 200 in effect during the fiscal year being audited, and GAAS).

3.2.5.1. The audit shall result in the issuance of a report and should be made up of at least:

3.2.5.1.1. The auditors' report shall state the audit was made in accordance with the provisions of 2 CFR 200.

3.2.5.1.2 The financial statements and a schedule of Federal awards and the auditors' report on the statements and the schedule. The schedule of Federal awards should identify major programs and the total expenditures for each program.

3.2.5.1.3 A written report on the independent auditors' understanding of the internal control structure and the assessment of control risk. The auditors' report should include as a minimum:

- The scope of the work in obtaining understanding of internal control structure and in assessing the control risk;
- The University's significant internal controls or control structure including the controls established to ensure

compliance with laws and regulations that have a material impact on the financial statement and those that provide reasonable assurance the Federal awards are being managed in compliance with applicable laws and regulations; and

- Any reportable conditions, including the identification of material weaknesses, identified as a result of the auditor's work in understanding and assessing the control risk.

If the auditor limits their consideration of the internal control structure for any reason, the circumstances should be disclosed in the report.

3.2.5.2 The auditors' report on compliance shall include:

- An opinion as to whether major Federal programs were being administered in compliance with laws and regulations;
- A statement of positive assurance with respect to those items tested for compliance relative to the financial statements, including compliance with laws and regulations pertaining to financial reports and claims for advances and reimbursements;
- Negative assurance on those items not tested; Material findings of non-compliance presented in their proper perspective;
- The size of the University in number of items and dollars;
- The number and dollar amount of transactions tested by the auditors; and
- The number and corresponding dollar amount of instances of non-compliance.
- Nonmaterial findings need not be disclosed with the compliance report but should be reported in writing to the University in a separate communication. The University, in turn, should forward the findings to the Federal grantor agencies or sub-grantor sources.
- Where findings are specific to a particular Federal award, an identification of total amount questioned, if any, for each Federal award, as a result of non-compliance and the auditors' recommendations for necessary corrective action.

3.2.5.3 All fraud or illegal acts or indications of such acts, including all questioned costs found as the result of these acts the auditors become aware of, may be covered in a separate written report submitted in accordance with Government Auditing Standards.

3.2.5.4 As a part of providing ongoing professional services to the University, the auditor will be required to provide a timely written description of changes in the documents identified below and any other relevant changes occurring during

the contract period and the impact thereof, if any, to the University as a result of said changes.

- 3.2.5.5 At the conclusion of the audit, the auditor will be required to meet with the Audit Committee of the Board of Regents, and may be required to meet with the Vice President for Administration and Treasurer of the University, various University administrative officers and/or the Board of Regents to review the audit report.
- 3.2.5.6 Audit work papers and reports shall be retained by the auditor for a minimum of three (3) years from the date of the audit report, unless the auditor is notified otherwise in writing by the cognizant Federal agency for the University. Audit work papers shall be made available upon request to the cognizant agency, or its designee, the General Accounting Office ("GAO"), or the University following completion of the audit.
- 3.2.5.7 In addition to the audit report, the University shall provide comments on the findings and recommendations in the reports, including a plan of action taken or planned and comments on the status of corrective action taken on prior findings. If corrective action is not necessary, a statement describing the reason it is not shall accompany the report. Resolution of audit findings, if any, between the University and the cognizant federal agency is not part of this invitation for proposals.
- 3.2.5.8 The auditor should be thoroughly familiar with the following documents and the provisions thereof in effect during the audit period:
 - 3.2.5.8.1 Compliance Supplement for Single Audits of Educational Institutions and Other Nonprofit Organizations.
 - 3.2.5.8.2 Guidelines for Audits of Federal Awards to Nonprofit Organizations, issued by the Office of Inspector General, U.S. Department of Health and Human Services, current issue.
 - 3.2.5.8.3 Statement on Auditing Standards (SAS) 63, Compliance Auditing Applicable to Governmental Entities and Other Recipients of Governmental Financial Assistance, April 1989.
 - 3.2.5.8.4 OMB Circular 2 CFR 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS
 - 3.2.5.8.7 Catalog of Federal Domestic Assistance.
 - 3.2.5.8.7 Terms and conditions of specific awards, programs, or transactions selected for review.
- 3.2.5.9 The auditor shall provide University management with an explanation of the major program determination process, including risk-based selection considerations, as part of the Single Audit.
- 3.2.5.10 The auditor shall review draft audit findings and related management responses with University staff prior to report issuance to ensure factual accuracy and clarity.

3.3 OBJECTIVES AND REQUIREMENTS – REVENUE BONDS

3.3.1 Arbitrage Rebate Calculations

Objectives. The University wishes to comply with the requirements of revenue bond issues to compute the aggregate amount of rebate (Aggregate Rebate Amount), if any, required on said bonds. Revenue bonds requiring arbitrage rebate calculations are Washburn University Bonds, 2015 Series A, 2015 Series B, 2018, 2021A-1, 2021A-2, 2021B, 2025A, 2025B and issues in 2026.

3.3.1.1 Completion Date. For each fiscal year covered by this RFP, the completion date will be 30 days following the anniversary of the closing date of the issue. The term "completion date" is defined as the completion of all requirements as set forth in below. Firms submitting proposals must have a full intention to meet these dates.

3.3.1.2 Relevance of Responses. The University requests proposal responses be limited to information relevant to the services specifically requested.

3.3.1.3 Requirements. The performance of the arbitrage rebate calculations as required annually by the proceedings of the revenue bond issue identified above in Section 8.0. Said calculations will be made annually as of the end of the computation period for the revenue bond issue, in accordance with the requirements of Section 148 of the Internal Revenue Code 1986, as amended (Code), and any Treasury Regulations (permanent or temporary) which govern Section 148.

3.3.1.3.1 Rebate calculation work papers and reports shall be retained by the auditor for a minimum of three (3) years from the date of each arbitrage rebate calculation report, unless the auditor is notified otherwise in writing by the University. Rebate calculation work papers shall be made available upon request to the University following completion of the report.

3.3.1.4 Supplemental Revenue Bond Requirements. The University may wish the proposer to perform escrow verifications for a bond issue or issues the University might be refunding. Any request for such escrow verification would be made in writing by the University, and the fee therefor should not be considered by the proposer when completing the Compensation Section. However, information describing the proposer's escrow verification experience and illustrative fee structure should be submitted.

3.3.2 **Continuing Disclosures**

3.3.2.1 Objectives. Washburn University wishes to comply with the provisions of Rule 15c2-12 (the "SEC Rule"), promulgated by the Securities and Exchange Commission. Recent amendments of the "SEC Rule" impose continuing disclosure obligations on the issuers of certain state and municipal securities. Pursuant to the "SEC Rule," the University must provide annual reports to each Nationally Recognized Municipal Securities Information Repository (NRMSIR). The annual reports will consist of annual audited financial statements of the University and an annual update of all material financial and operating data of the University contained in the Official Statements of the Washburn University Revenue Bonds, 2015 Series A, 2015 Series B, 2018, 2021A-1, 2021A-2, 2021B, 2025A, 2025B and issues in 2026.

3.3.2.2 Staffing. The University's staff of accountants will assist the auditors in identifying and compiling the financial and operating data required to be disclosed by the "SEC Rule."

3.3.2.3 Completion Date. The annual Secondary Market Disclosure report must be completed by October 30 for each fiscal year covered by this proposal. The term, completion date, is defined as the completion of all related requirements as set forth below. Firms submitting proposals must have a full intention to meet this date.

3.3.2.4 Relevance of Responses. The University requests proposal responses be limited to information relevant to the services specifically requested.

3.3.2.5 Requirements. The auditor will prepare separate annual Secondary Market Disclosure reports with the assistance of University staff accountants as noted in the Staffing Section. Each report should meet the University's continuing disclosure obligations for the revenue bond issue identified in the Objectives Section and any subsequent revenue bond issues.

3.3.2.5.1 The Secondary Market Disclosure annual reports shall include as a minimum the annual audited financial statements of the University and an annual update of all material financial and operating data disclosed in the Official Statement for each revenue bond issue listed in the Objectives Section. The report shall also include a disclosure of any of the following events, if material:

3.3.2.5.2 Delinquency in payment when due of any principal or interest on the revenue bonds.

3.3.2.5.3 Occurrence of any event of default under and as defined in the indenture documents for each of the revenue bond issues.

3.3.2.5.4 Unscheduled draws on the reserve funds of any issue reflecting financial difficulties of the University.

3.3.2.5.5 Unscheduled draws on any credit enhancement providers of any issue reflecting financial difficulties of the University.

3.3.2.5.6 Substitution of any credit enhancement provider for any of the revenue bonds, or their failure to perform.

3.3.2.5.7 Adverse tax opinions with respect to the bonds or events affecting the tax-exempt status of any of the revenue bond issues.

3.3.2.5.8 Modifications to rights of bondholders.

3.3.2.5.9 Any redemption of bonds other than mandatory sinking fund redemptions.

3.3.2.5.10 Defeasance of any of the bond issues or any portion thereof.

3.3.2.5.11 Any other event required to be reported by the "SEC Rule."

3.3.2.6 The auditors shall compile and annually update a distribution list containing the name and address of each NRMSIR and any State Repository that must be provided a copy of the Secondary Market Disclosure report.

3.3.2.7 At the conclusion of the audit, the auditor may be asked to meet with the Audit Committee of the Washburn Board of Regents and Vice President for Administration and Treasurer (or their designee) to review the report.

3.4 OBJECTIVES AND REQUIREMENTS - TAX REPORTING AND COMPLIANCE

- 3.4.1 Objectives. The University desires to have the auditor's assistance in the preparation, review and filing of any required Form 990-T for the University as of June 30 for each of the fiscal years covered by this RFP.
- 3.4.2 Staffing. The University's staff of accountants will assist the auditors in the preparation of the information required for filing the IRS Form 990-T.
- 3.4.3 Requirements. To assist the University's staff in identifying its activities that require Form 990-T reporting, and then to assist in the preparation, review and filing of IRS Form 990-T as of June 30 for each of the fiscal years covered by this RFP. The auditors will be required to sign the Form 990-T as preparer. The University's Form 990-T is to be filed by November 15 following the end of the fiscal year being reported.

3.5 OBJECTIVES AND REQUIREMENTS - National Collegiate Athletic Association (NCAA) Agreed Upon Procedures

3.5.1 **Objectives**. NCAA Division II member institutions are required to submit financial data detailing operating revenues and expenses related to its intercollegiate athletics program to the NCAA at least every three years. This financial data is subject to agreed-upon procedures performed by a qualified independent accountant and must be submitted to the president prior to submission to the NCAA.

3.5.2 The financial agreed-upon procedures reporting requirements of NCAA Division II member institutions' ("institution") intercollegiate athletics programs are mandated under the provisions of NCAA Bylaw 7.3.1.5.22. Per those requirements, all expenses and revenues for or on behalf of a Division II member institution's intercollegiate athletics programs, including those by any affiliated or outside organization, agency or group of individuals (two or more), shall be subject to agreed-on procedures approved by the Division II membership (in addition to any regular financial reporting policies and procedures of the institution) conducted for the institution by a qualified independent accountant who is not a staff member of the institution and who is selected either by the institution's chancellor or president or by an institutional administrator from outside the athletics department designated by the chancellor or president.

3.5.3 **Staffing**. The University's staff of accountants will:

3.5.3.1 Prepare a statement of revenues and expenditures of its intercollegiate athletics programs in accordance with GAAP and the principles set forth in the applicable NCAA Agreed Upon Procedures, as of June 30, 2028 and for the year then ended, the only year covered by this RFP.

3.5.3.2 Identify all outside organizations not under the University's control expending funds for or in behalf of the University's intercollegiate athletics programs and obtain those organizations' statements of revenues and expenditures as of June 30, 2028 and for the year then ended.

3.5.4 **Agreed Upon Procedures Completion Date**. The audit completion date of December 15th, 2028, is the required completion date for the fiscal year ending June 30, 2028. The term "audit completion date" is defined as the completion of all audit related requirements as set forth below. Firms submitting bids must have a full intention to meet these dates.

- 3.5.5 **Relevance of Responses.** It is requested that bid responses be limited to information relevant to the audit services specifically requested.
- 3.5.6 **Requirements.** The NCAA agreed-upon procedure reporting legislation for each of the three membership divisions are contained in each division’s manual:
- 3.5.6.1 Division II
- 3.5.6.2 Bylaw 7.3.1.5.22. “At least once every three years, all expenses and revenues for or on behalf of a Division II member institution's intercollegiate athletics programs, including those by any affiliated or outside organization, agency or group of individuals (two or more), shall be subject to agreed-on procedures approved by the Division II membership (in addition to any regular financial reporting policies and procedures of the institution) conducted for the institution by a qualified independent accountant who is not a staff member of the 8/30/25 24 institution and who is selected either by the institution's chancellor or president or by an institutional administrator from outside the athletics department designated by the chancellor or president. If, within the last three years, the institution has conducted an overall institutional audit that includes a financial audit of all athletics department funds using the agreed upon procedures, then the institution is not required to perform a separate financial audit of all athletics department expenditures. An institution is not required to use the agreed upon procedures in years outside the once in every three-year cycle. (Adopted: 1/31/22, Revised: 7/19/22 effective 8/1/22).” The required data shall include, but is not limited to, the following:
- a. All expenses and revenues for or on behalf of an institution's intercollegiate athletics program, including those by any affiliated or outside organization, agency or group of individuals;
 - b. Salary and benefits data for all athletics positions. The data shall include base salary, bonuses, endorsements, media fees, camp or clinic income, deferred income and other income contractually guaranteed by the institution;
 - c. Capital expenditures (to be reported in aggregate for athletics facilities), including capitalized additions and deletions to facilities during the reporting period, total estimated book value of athletically related plant and equipment net of depreciation, total annual debt service on athletics and university facilities and total debt outstanding on athletics and university facilities;
 - d. Value of endowments at fiscal year-end that are dedicated to the sole support of athletics;
 - e. Value of all pledges at fiscal year-end that support athletics; and
 - f. The athletics department fiscal year-end fund balance.”
- 3.5.7 Fifteen (15) bound copies of the report shall be submitted by the auditor. Additionally, an electronic version (i.e., in PDF or similar format) of the report shall be provided by the auditor.

SECTION 4.0 EVALUATION PROCESS

- 4.1** Selection Criteria. Washburn University seeks a firm to provide annual audit services. Selection will be made from proposers deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors listed below. The firm must:
- 4.2** Have a large/diversified client base and have a demonstrated commitment to higher education so the needs and requirements of the University are not unique to the firm.
- 4.3** Have direct involvement/contact with regulatory and industry bodies such as GASB, FASB, NACUBO, and the Office of Management and Budget.
- 4.4** Possess broad-based technical support in areas such as audit, tax, IT, consulting, etc.
- 4.5** Have industry specialization and the accompanying expertise and resources in support thereof. Proposer must list the names, addresses and phone numbers of at least five (5) clients audited by the proposer within the past five (5) years comparable to Washburn University (i.e., other university, municipality or governmental entity).
- 4.6** Demonstrate a breadth of knowledge of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS requirements, including direct and indirect cost compliance. Personnel assigned to work on the 2 CFR 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS financial and compliance audit MUST have completed a continuing professional education program relating to the requirements of an 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, compliance audit. Firm's proposal should contain documentation of such training for the engagement team.
- 4.7** Possess continuing professional education programs that far exceed industry standards and have at their disposal a network of training opportunities, not only for their own staff, but also for their clients.
- 4.8** Demonstrate a breadth of knowledge and broad-based experience relating to 1) revenue bond arbitrage rebate calculations; and 2) revenue bond continuing disclosure requirements (as required by the SEC).
- 4.9** Possess name recognition that lends credibility to the University's financial statements and all work performed under the engagement.
- 4.10** Proposers shall include a representative Prepared-By-Client (PBC) list identifying items required from University staff and items prepared by the audit firm.
- 4.11** The firm shall identify the engagement partner, manager, and key staff and disclose anticipated rotation or changes during the contract term.

In addition to the above, the selection criteria will include:

- How the firm plans to conduct the audit.
- Qualifications of the firm to conduct the University audit, and the qualifications of the proposed audit staff, including prior governmental/university auditing experience.
- Firm's policies on notification of changes in key personnel.
- Whether the firm has received a positive peer review within the last three (3) years.
- Whether the firm or any staff member has been the object of any disciplinary action during the past three (3) years.
- Fee proposed for completion of the audits.
- Responsiveness to proposal requirements as listed.
- Time required to complete the audits. Ability to complete audits by the specified completion dates.

Each proposal will be reviewed by a Selection Committee composed of the Washburn University Board of Regents' Audit Committee and University personnel. Members of the Selection Committee will independently review and rate each proposal, and a recommendation will be made by the Audit Committee to the Washburn University Board of Regents to authorize awarding a contract to the successful firm.

SECTION 5.0 PROPOSAL PRICING

- 5.1** Submit pricing for all billable items, including expenses, for work to be done by the accounting firm in fulfilling the objectives and requirements herein. The cost page shall be completed in its entirety. Attach a description of methodology utilized in calculating fee increases and/or decreases. Other supplemental pricing information may be attached. Attachment A is provided as an example for all listing costs associated with your proposal.
- 5.2** **Any proposed changes to audit scope or fees must be approved in writing by the University prior to commencement of any additional work.**

COST PROPOSAL

Vendor Name:

Base Proposal:

_____ Dollars, (\$ _____)
(above to be written out)

SIGNATURE SHEET

The below stated Vendor submits a proposal for Services in accordance with the terms, conditions, and requirements stated herein. The Vendor hereby certifies it does not have any substantial conflict of interest sufficient to influence the bidding process on this proposal. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

The Vendor submitting this bid and any person associated with this Vendor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal, state or local funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal, state or local agency within the past three years;
3. Do not have a proposed debarment pending;

RFP 26007 AUDIT SERVICES

Washburn University, 1700 SW College Ave, Topeka, KS 66621

4. Within the past three years, have not been convicted or had a criminal or civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

A detailed response for any item in which the vendor has a positive answer must be included in 'Exceptions to the RFP, if any' and may be marked confidential.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1 (___) #2 (___) #3 (___) #4 (___) None (___)

Legal Name of Person, Firm or Corporation _____

Telephone _____ Fax _____

E-Mail _____

Mailing Address _____

City and State _____ Zip Code _____

FEIN Number _____

Signature _____ Date _____

Printed Name _____

Title _____

PROFESSIONAL REFERENCES

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email: _____

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email: _____

Firm Name: _____

Contact Person: _____

Address: _____

Phone Number: _____ Email: _____

SECTION 6: TERMS AND CONDITIONS

- 6.1 Right to Reject Proposals:** Washburn University reserves the right to reject any or all proposals submitted and waive any formality, informality, or irregularity in any proposal received.
- 6.2 Compliance with Laws:** The vendor shall comply with any and all applicable federal, state and/or local laws, regulations, ordinances, rules and orders of appropriate governmental authorities, including without limitation, those relating to payment of taxes, obtaining licenses and securing permits.
- 6.3 Compliance of Construction Site Waste:** Contractor MUST comply with All Federal, State, and local laws or regulations applicable to the management of all waste disposal. All waste removed for abatement MUST be disposed of at a state and federally approved waste site for accepting hazardous materials. All non-hazardous waste must be disposed of at a state and if

applicable, federally, approved site for accepting non-hazardous waste materials. Certificates from waste sites must be copied to Washburn University upon disposal of waste. The contractor is responsible for any damage or liability caused by incorrect disposal or improper dumping of waste, both hazardous and non-hazardous, from the job site.

- 6.4 Award of Contract:** Any award of contract and/or purchase order resulting from this Request for Proposal will be made in accordance with the following:
- 6.4.1 Evidence of the experience, qualifications and financial responsibility of each vendor and the time of completion are all acceptable to the University.
 - 6.4.2 The award of a contract will be made on the basis of the best, qualified, and responsive proposal as determined by the University, and not necessarily the lowest price proposal. The University may reject for consideration any proposal not prepared and submitted in accordance with the provisions herein; and hereby reserves the right to waive any informalities in, or to reject any or all proposals which, in the opinion of the University, will best serve the interest of the University.
 - 6.4.3 No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.
- 6.5 Contract Documents:** The response to this Request for Proposal (RFP) will be considered as an offer to contract. After final negotiations, any award of contract and/or purchase order resulting from this Request for Proposal will consist of the following:
- 6.5.1 The RFP and any addenda to the RFP;
 - 6.5.2 The provisions of the vendor's RFP response that conform to and are consistent with the University's RFP; and;
 - 6.5.3 Washburn University Purchase Order
 - 6.5.4 Any changes must be agreed to in writing by both parties prior to executing any change.
- 6.6 Force Majeure:** The vendor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the vendor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by vendor's employees, and freight embargoes, etc.
- 6.7 Indemnification and Institutional Requirements:**
- 6.7.1 The successful vendor shall agree to indemnify, defend and hold harmless Washburn University and their respective officers, officials, consultants, agents and employees from any liability for damages or claims for damages to the extent arising from personal injury, including unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of the contract and/or property damage caused by acts alleged to be negligent in performance of any services pursuant to this Agreement by the successful vendor or the vendor's contractors, subcontractors, agents or employees under this Agreement.

- 6.7.2 **Contract Law:** Any contract and/or purchase order(s) resulting from this RFP will be subject to the laws of the State of Kansas and all other applicable statutes. The total contract and/or purchase order(s) will include only the negotiated and executed contract and/or purchase order(s) and this RFP.
- 6.7.3 **Contract Assignment:** No portion of the operation or of any negotiated and executed contract and/or purchase order(s) for the services may be sublet, subcontracted, or otherwise assigned by the vendor without the prior written consent of the University.
- 6.7.4 **Contract Cancellation:** The University reserves the right to cancel the contract if:
 - 1. The quality of goods and/or services does not meet the specifications or needs of the University as specified.
 - 2. Delivery requirements, if any, cannot be guaranteed.
 - 3. Any other terms of the Request for Proposal are not met.

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

6.9 Nondiscrimination and Workplace Safety: The Vendor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

6.10 Insurance: The vendor shall maintain adequate liability insurance to protect the University and the general public against any loss, damage, and/or expense related to his/her performance under the contract. The insurance coverage shall include, but shall not necessarily be limited to, general liability, worker's compensation, professional liability, etc. Written evidence of the insurance coverage shall be provided to the University on Acord form 25.

- A. Worker's Compensation with present limit of at least \$1,000,000.
- B. Employers Liability, with a minimum of \$1,000,000 limit of liability per occurrence.
- C. Commercial General Liability, including contractual liability coverage, with the following minimum limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property damage, Personal and Advertising injury, \$2,000,000 General Aggregate and,
- D. Professional Liability in the minimum of \$1,000,000 per claim

All required insurance coverage hereunder, must be written by an insurance Company authorized by the state in which the Project is located to provide such

insurance coverage in such state and approved by Owner, and must be written under either standard form approved by the Department of Insurance of the state in which the Project is located or policies in form and content satisfactory to Owner. Carrier shall have an AM Best rating of A or better. Any certifications requested and provided shall contain a provision that the coverage offered under the policies shall not be canceled, non-renewed, or materially changed until at least 30 days prior written notice has been given to the University.

6.11 Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. The successful vendor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

6.12 Responsibility of the Vendor: No consideration will be granted for any alleged misunderstanding of the requirement of the Request for Proposal documents, it being understood that the tender of a proposal carries with it the agreement to all provisions of the proposal documents. All vendors are expected to read the proposal documents and respond in the manner directed. All questions asked herein should be answered and all information requested herein should be supplied.

Before submitting a proposal, all bidders shall satisfy themselves as to the existing conditions under which he/she will be required to operate in performing their work. The bidder is not required to visit the job site prior to submitting a bid. No allowance will be made subsequently in behalf of the Vendor for any errors or negligence on their part.

In cases where work is to be let to subcontractors, the Contractor letting any such work will be held responsible for the proper performance of the work. The bidder is to provide the names and trades for their subcontract bidders to whom they propose to sublet portions of the work and/or warranty. The University reserves the right to approve subcontractors prior to their being hired by the vendor. References for any subcontractors listing their prior works shall also be included in the proposal. Responses to subcontractor references will also be made in the response document as required or necessary. The Contractor will be responsible for the effective coordination and supervision of his subcontractors. The Contractor shall coordinate all activities with the University and subcontractors.

The specifications and Drawings exhibit the intent and purpose of the University regarding the work, and they shall be so considered by the bidders. Accordingly, the bidders admit and agree that they are not complete in every detail and that work and materials not indicated or expressly mentioned in the specifications, but which are manifested necessary for the full and faithful performance of the work in accordance with the true intent, will be included in their proposal and incorporated into the work the same as if indicated and specified. In the case of ambiguity with regard to quantity

and/or quality, the bidder shall include in the proposal the better quality and/or greater quantity and all costs therewith shall be included in the proposal.

The University will not consider a proposal for change of materials which would be inferior to those drawn or specified. The decision of the University in each instance shall be final.

Date of Completion shall be the number of Calendar days as submitted on the Bid Proposal Form by the Contractor added to the Notice to Proceed or Earliest Starting Date as determined by the Project Coordinator, whichever comes last.

The bidder shall be responsible for all scheduling and coordination of all activities and contracts. The bidder shall keep the Project Coordinator informed of all such scheduling. The Contractor shall maintain a superintendent/foreman on the premises at all times while installation/assembly is in progress by the contractor or contractor's subcontractors.

- 6.13 Payments:** Parties to the contract will be Washburn University and the vendor. Invoices for all services and reimbursable expenses will be submitted to the Washburn Board of Regents on a monthly basis for approval by the Board President. Approved payments will be subsequently made by Washburn University in accordance with the contract.

Payment Terms are NET 30.

- 6.14 Taxes:** The University is exempt from federal and state taxes including sales, excise and transportation taxes.

- 6.15 Shipping Terms:** All items awarded shall be provided F.O.B. Destination as specified herein. This shall include unloading, inside delivery and unpacking.

- 6.16 Prohibition of Gratuities:** Neither the contractor nor any person, firm or corporation employed by the contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any University employee, officer, or Board of Regents member at any time.

- 6.17 Notification of Award:** An award is made on execution of a written contract or purchase order. Only the University is authorized to issue news releases relating to this Request for Proposal, its evaluation, award and/or performance of the contract.

- 6.18 No Liens:** Vendor shall keep the University free and clear of any and all liens asserted by any person or organization for any reason arising out of or as a result of the furnishing of goods and/or services by the vendor or by a third party.

- 6.19 Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas.

- 6.20 Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the University is a party.
- 6.21 Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Director of Purchasing if any specification, language or other requirement inadvertently restricts or limits proposals to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the request for proposal closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.
- 6.22 Acceptance:** No contract provision or use of items by the University shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
- 6.23 Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto. If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

If the Vendor shall fail, refuse and/or neglect to comply with the terms found herein, such failure shall be deemed a total breach of the contract and contract may be terminated, canceled, or suspended, in whole or in part. If the contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the University on account of such termination, cancellation or suspension or declaration of ineligibility.

6.24 Disclosure of Proposal Content:
Kansas Open Records Act

All proposals become the property of Washburn University. In providing a proposal to the Washburn University Board of Regents, the vendor attests to an understanding that the Kansas Open Records Act, K.S.A. 45-215 *et seq.*, applies to the documents provided by the vendor, and thus pursuant to K.S.A. 45-221(a)(28) all such documents will become publicly available if requested, once a bid has been accepted or all bids rejected.

No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

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** provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor’s entire proposal response package will not be considered proprietary.

All information requested to be handled as “Proprietary” shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered “Proprietary”. The Washburn University Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

- 6.25 Inspection:** The University reserves the right to reject, on arrival at destination, any items which do not conform to the specifications of this Request.
- 6.26 Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

Matt Hammar
RFP 26007
Morgan Hall Room 214
1700 SW College Ave
Topeka, KS 66621
purchasing@washburn.edu

- 6.27 Data Security:** In the performance of this contract, the vendor will become a holder of and have access to private data on individuals. In performance of the contract, the vendor agrees it will comply with all applicable state and federal laws and regulations relating to confidentiality of information received as a result of the contract. The vendor agrees that it, its officers, employees and agents will be bound by confidentiality laws and that it will establish procedures for safeguarding the information.

Upon selection for a contract, the vendor agrees to notify its officers, employees and agents of the requirements of confidentiality and of the possible penalties imposed by violation of these laws. The vendor agrees that neither it, nor its officers, employees or agents will disclose or make public any information received by the vendor while executing this contract.

The vendor shall not use the names, home address, phone numbers, or any other information obtained by implementation or execution of this contract

about employees, citizens, vendors or other information for any purpose other than the performance of this contract.

All Washburn University information or data is considered confidential. Vendor agrees to return any or all information or data furnished by the University promptly at the request of the Board or University, in whatever form it is maintained by vendor. Upon termination or expiration of this contract, the vendor and each of the persons and entities working for the vendor shall destroy or return all requested data, electronic information, written, or descriptive materials or any related matter of any type including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such confidential information.

- 6.28 Compliance with Laws, Ordinances, Codes and Standards:** All work shall be accomplished in strict conformity with all laws and ordinances applying to the operations under this contract, including the latest rules and regulations of all municipal and public authorities having jurisdiction. Installation shall also meet the standard requirements of National Electrical Code (NEC), NFPA Life Safety Code and Occupational Safety and Health Administration (OSHA-Federal and State) and local ordinances. The Contractor will be held to complete all work necessary and to provide all equipment required to comply with the foregoing without extra compensation.

If the Contractor observes that the drawings and specifications are in variance therewith, he shall promptly notify the Washburn Purchasing Director in writing and any necessary changes will be adjusted as provided for in the Contract for changes in work. If the Contractor performs any work knowing that it is contrary to such laws, ordinances, or building codes, he shall bear all cost arising therefrom.

- 6.29 Exceptions:** As part of the proposal response, vendors shall indicate any part of the proposal document with which they take exception. Any exceptions taken should be outlined in their response with cross reference to the portion or section of the proposal document with which the exception is being taken.

VENDOR RESPONSE CHECKLIST

The following checklist is provided to assist bidders in ensuring all requirements are met and all required document submissions are included with the bid.

TECHNICAL PROPOSAL

- Bidder Information
- Qualifications & Experience Expressed Clearly
- Point by Point Response to Scope of Work Requirements
- Subcontractor List, if not applicable, please fill out first line saying not applicable
- Preliminary Schedule, where required in the SOW
- References
- Exceptions to RFP Noted as applicable

COST PROPOSAL

- Proposal Pricing Sheet
- Signature Sheet
- Provide W-9 <https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- Provide Certificate of Insurance (COI)

- Provide Tax Clearance
- Provide Sam.Gov ID and CAGE number

Bids must be received by email prior to 2:00 PM local time on the closing date to be considered. Bids must be emailed to purchasing@washburn.edu with the Bid Number in the subject line.

NOTE: In order to properly and completely respond to this Request for Proposal, bidders must carefully review all sections and respond as required.