



## Request for Proposal

<b>RFQ Number</b>	001711
<b>Date Issued</b>	7/20/2023
<b>Closing Date</b>	<b>8/3/2023; 2:00pm local time</b>
<b>Procurement Officer</b>	Sean Burke; 620.235.4167; swburke@pittstate.edu
<b>Deadline</b>	EOB 9/29/2023
<b>Item</b>	Wall and door in corridor of B22 Commerce.
<b>Agency &amp; Location</b>	Pittsburg State University (PSU) in Pittsburg Kansas
<b>Scope</b>	Pittsburg State University is seeking proposals for construction of a wall and doorway in the Block 22 Commerce corridor as specified in this request.
<b>Bid Submittal</b>	Submit bid by e-mail to <a href="mailto:swburke@pittstate.edu">swburke@pittstate.edu</a>

1. When communicating, always refer to the Proposal number above.
2. In order to receive consideration for award, one copy of this "Request for Proposal," a properly completed and signed, must be returned to Pittsburg State University no later than the specified closing time. The University is not responsible for late bids.
3. All prices, terms, and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
4. Prompt payment discounts will not be considered in determining the low bid.
5. ~~Prices quoted shall be less Federal Excise and State Sales taxes.~~
6. The PSU Director of Purchasing reserves the right to accept or reject any part of this proposal.
7. Bid results will not be given to individuals over the phone. Written bid results may be obtained by written request from the procurement officer.
8. Contractual Provisions Attachment DA-146a applies to all bids.
9. It is hereby agreed that the bidder will, if required by law, comply with the Kansas Act Against Discrimination, K.S.A. 44-1030 et. Seq.
10. PSU reserves the right to award in the best interest of the university.

<b>Vendor Name:</b>	
<b>Demolition:</b>	
<b>Installation:</b>	
<b>Materials:</b>	
<b>Additional Charges: ( )</b>	
<b>Total Bid Amount:</b>	

Please contact Melanie Hudson [mhudson@pittstate.edu](mailto:mhudson@pittstate.edu) or 620-235-4130 with any questions regarding the specifications.

Please contact Sean Burke [swburke@pittstate.edu](mailto:swburke@pittstate.edu) or 620-235-4167 with any questions regarding the bid process.

Pittsburg State University is seeking proposals for construction of a wall and doorway in the Block 22 Commerce corridor as specified in this request.

**A. Summary of Scope:**

	<b>Description</b>
<b><u>DEMOLITION</u></b>	<ol style="list-style-type: none"> <li>1. Existing quarry tile flooring to remain.</li> <li>2. Existing mosaic tile flooring to remain.</li> <li>3. Existing stone base to remain.</li> <li>4. Existing bulkhead to remain.</li> <li>5. Remove existing wood base for installation of new wall.</li> <li>6. Remove portion of stone base for installation of new wall.</li> </ol>
<b><u>CONSTRUCTION</u></b>	<ol style="list-style-type: none"> <li>1. Modify and/or replace existing wood base as required to meet new all.</li> <li>2. New wood base painted white to match existing adjacent base.</li> <li>3. (2) - 14" x 14" each. Transfer air grilles, one on each face of wall. EH Model 96. Heavy duty grille with blades spaced 2" and 45 degree deflection.</li> <li>4. In wall transfer fan with electronic speed control mounted in wall above door. Broad model 510 +/- 370 CFM, 120VAC +/- 2 AMPs.</li> <li>5. New light fixture HE Williams Model 39 – 4 – L30 835A Dim unv 4' surface light fixture with frosted ribbed acrylic lens. 3000 Lumens, 23 watts</li> <li>6. #12 IN. ¾" c to 20A IP CB in existing panel, field verify location.</li> <li>7. Electronic speed control, mount +/- 7'-6" A.F.F.</li> </ol>
<b><u>DEADLINE</u></b>	EOB 9/29/2023
<b><u>NOTES</u></b>	<p>Project is NOT tax exempt. The facility will be occupied during construction.</p>

Detailed plan drawings available as Attachment A.

**B. Quote Requirements:**

I. Quote Requirements

- a. Quotes must itemize cost for removal, installation, and materials.
- b. Quotes must include estimated shipping & delivery timeframes.
- c. Quotes must include all fees that will be invoiced to PSU.
- d. Quotes must be received by PSU before the deadline specified in this RFP. Failure to submit quotes to PSU on time will result in disqualification.
- e. Submissions are preferred by email to Sean Burke – [swburke@pittstate.edu](mailto:swburke@pittstate.edu). Submissions by standard mail are allowed, if vendor chooses to mail submission, please send to:

Purchasing Office  
1701 S Broadway Street  
110 Russ Hall  
Pittsburg, Ks 66762

\* Please note that no exceptions will be made for late delivery of mailed submissions.

**C. Terms and Conditions**

\* Terms and conditions are available after Attachment A.

**E. General Provisions Signature**

**Tax Clearance Certification:** Bid submittals of \$25,000 or more shall include a copy of a Tax Clearance Certification. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR): <http://www.ksrevenue.org/taxclearance.html>

**W9 Form:** Vendors who are new to PSU should submit a copy of their W9 with bid response. The form can be downloaded at [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**DA-146a Contractual Provisions:** The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment which is incorporated into all contracts with the State <http://www.da.ks.gov/purch/DA-146a.pdf>

**NEW MATERIALS, SUPPLIES, OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, and unused in any regard. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

**ACCEPTANCE OR REJECTION:** PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.

**PAYMENT:** Payment will be made upon receipt of shipment by PSU.

**FREIGHT COST INFORMATION:** FOB Destination, Freight Prepaid, and Allowed.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Legal Name of Person, Firm or Corporation:

Payment Terms:

Telephone Number:

E-mail Address:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

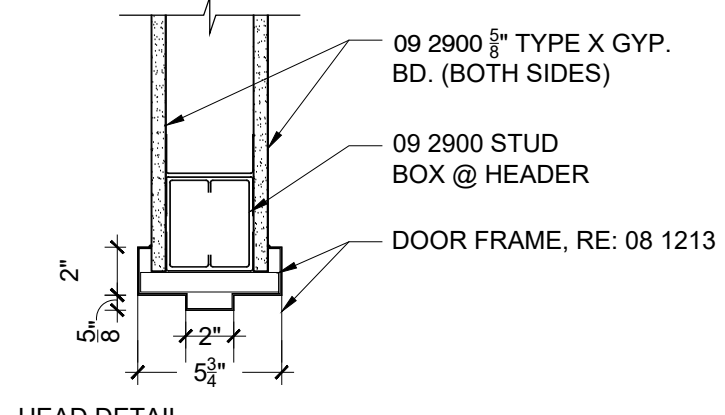
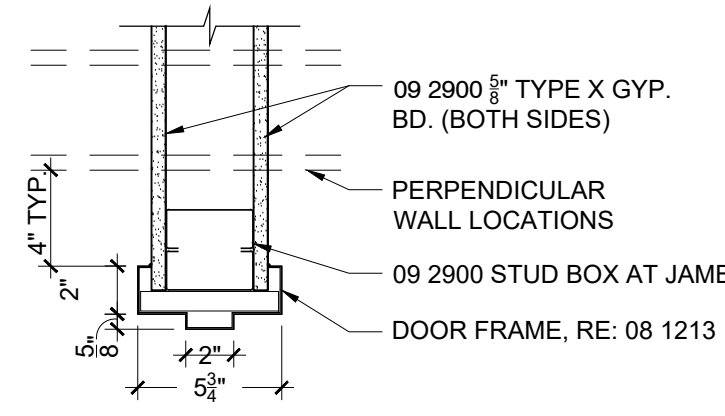
PROJECT DESCRIPTION: ADD WALL AND DOOR AT LOBBY

CODE SUMMARY: NO CHANGE IN BUILDING OCCUPANCY, CLASSIFICATION, HEIGHT OR AREA WITH THIS PROJECT.

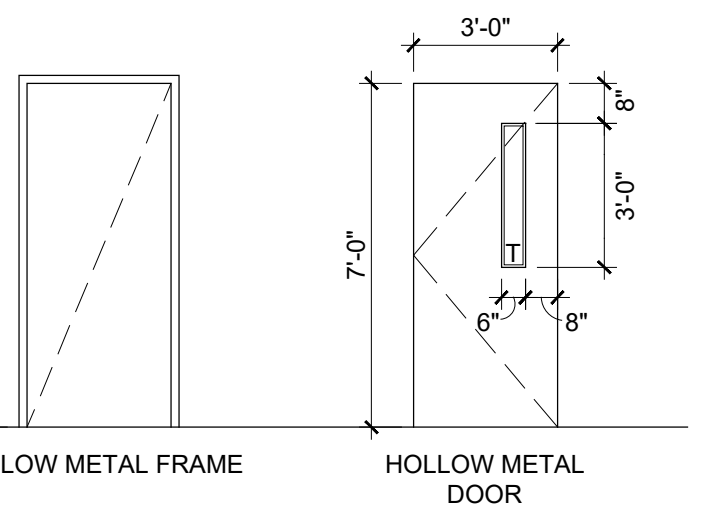
CITY OF PITTSBURG ADOPTED CODES  
 2012 International Building Code  
 2012 International Mechanical Code  
 2012 International Fire Code  
 2011 National Electric Code

CONSTRUCTION TYPE: III-B

BUILDING IS FULLY SPRINKLERED



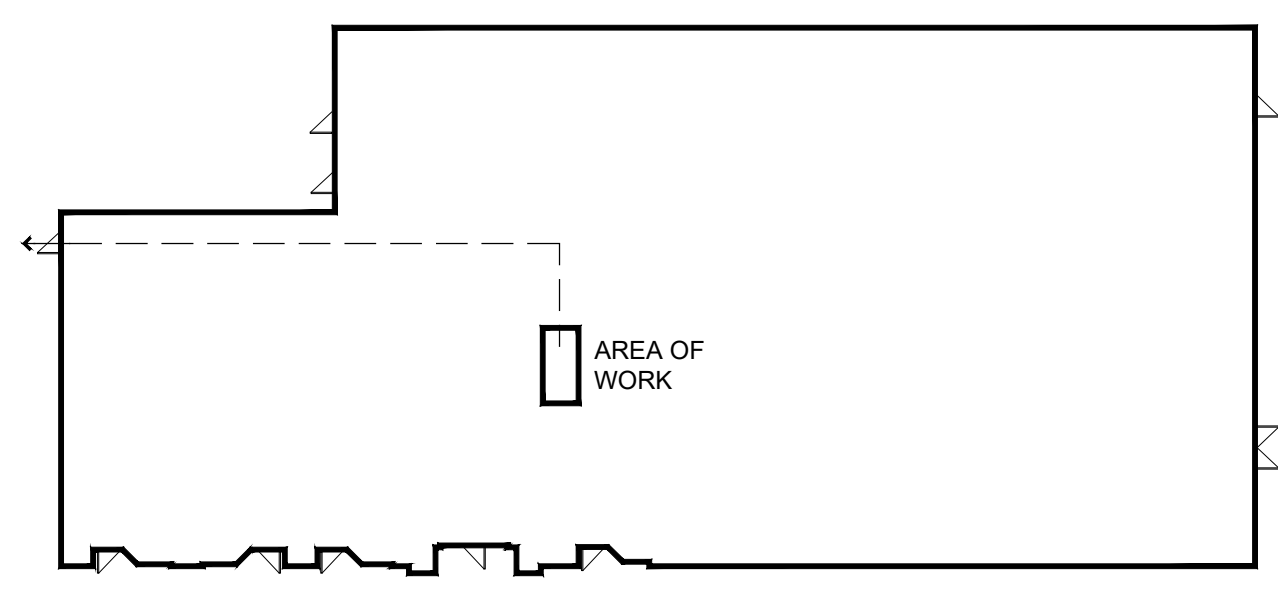
HM HEAD & JAMB DETAILS 11



DOOR INFORMATION 10

ABBREVIATIONS

@	At	MAX	Maximum
ABV	Center Line	MDF	Medium Density Fiberboard
ABV	Above	M.E.D.	Match Existing Dimension
ACOUS.	Acoustical	MECH	Mechanical
ADJ	Adjustable	MEM.	Membrane
ADJCNT	Adjacent	MFR	Manufacture(r)
A.F.F.	Above Finish Floor	MIN	Minimum
ALUM	Aluminum	MNT	Mounted
ALT	Alternate	M.O.	Masonry Opening
BD	Board	MTL	Metal
BLDG	Building	N	North
BLKG	Blocking	NIC	Not In Contract
BOT.	Bottom	NOM.	Nominal
B.O.	Bottom of	N.T.S.	Not To Scale
BSMT	Basement	O.C.	On Center
BYND	Beyond	O.H.	Opposite Hand
CHNL	Channel	O.S.	Opposite Side
C.J.	Control Joint	OPG	Opening
CLG	Ceiling	PFB	Prefabricate(d)
CLR	Clear	PLAM	Plastic Laminate
CMU	Concrete Masonry Unit	PLMB	Plumbing
COL	Column	PNT	Paint(ed)
CONC	Concrete	PWD	Plywood
CONT	Continuous/Continue	R.	Radius or Riser
CPT	Carpet	RCP	Reflected Ceiling Plan
CT	Ceramic Tile	R.D.	Roof Drain
DBL	Double	RE:	Refer to, Reference
DGRM	DIAGRAM	REQ	Require(d)
DIA	Diameter	RFG	Roofing
DIM(S)	Dimension(s)	RFL	Reflect(ed)
DN	Down	RM	Room
D.S.	Downspout	R.O.	Rough Opening
DTL	Detail	S	South
DWG	Drawing	SCHD	Schedule
E	East	SECT	Section
EA	Each	S.F.	Square Foot (Feet)
E.J.	Expansion Joint	SHTH	Sheathing
ELEC	Electrical	SIM	Similar
ELEV	Elevation	SNT	Sealant
EQ.	Equal	SPEC	Specified/Specification(s)
EQUIP	Equipment	SSTL	Stainless Steel
EXG	Existing	STC	Sound Transmission Coefficient
EXIST	Existing	STD	Standard
F.C.	Floor Change	STL	Steel
FD	Floor Drain or Fire Department	STOR	Storage
F.E.	Fire Extinguisher	STRUCT	Structural
F.E.C.	Fire Extinguisher Cabinet	SYS	System
FIXT	Fixture	TB.	Tackboard
F.F.E.	Finished Floor Elevation	TG	Tempered Glass
FIN	Finish	T.O.	Top Of
FLR	Floor	T.O.C.	Top of Concrete
F.O.	Face of	T.O.S.	Top of Steel
FT	Feet or Foot	TPD	Toilet Paper Dispenser
FV	Field Verify	TYP	Typical
GA	Gauge	U.N.O.	Unless Noted Otherwise
GALV	Galvanized	U.O.N	Unless Otherwise Noted
GWB	Gypsum Wall Board	U/S	Underside
HC	Hollow Core	V.B.	Vapor Barrier
H.M.	Hollow Metal	VCT	Vinyl Composition Tile
HOR.	Horizontal/Horizontally	VERT	Vertical
HR	Hour	VEST.	Vestibule
HT	Height	VIF	Verify in Field
HWD	Hard Wood	W	West or Width (wide)
INSUL.	Insulate(d), (ion)	W/	With
INT	Interior	WO	Without
JT	Joint	W/	Wood



EXITING KEY PLAN 15

# COMMERCE CORRIDOR PITTSBURG, KANSAS

100% CONSTRUCTION DOCUMENTS  
June 13, 2023

SHEET INDEX

GENERAL INFORMATION	
G001	COVER, GENERAL INFORMATION, AND DOOR SCHEDULE
A101	FLOOR PLANS, ELEVATIONS, AND DETAILS



VICINITY PLAN 16

DOOR SCHEDULE

MARK	ROOM NAME	DOOR SIZE	HARDWARE SET	SIGNAGE	HEAD & JAMB	RATING	SPECIAL INSTRUCTIONS
10/G001	RESIDENTIAL LOBBY	3'-0" x 7'-0"	SEE BELOW	PROVIDE SIGNAGE ON BOTH SIDES OF DOOR TO MATCH EXISTING BUILDING SIGNAGE. CONFIRM TEXT, DOOR NUMBER, AND FINISH SELECTIONS WITH OWNER AND ARCHITECT	11/G001	N/A	HARDWARE FINISH TO MATCH EXISTING RESIDENTIAL LOBBY DOOR HARDWARE FINISH. CONFIRM FINAL SELECTION AND STYLE WITH OWNER AND ARCHITECT. SEE HARDWARE SCHEDULE BELOW.

DOOR HARDWARE

QUANTITY	DESCRIPTION	CATALOG NUMBER	FINISH	MANUFACTURER
3	HINGE	5BB1 4.5 X 4.5	613	IVE
1	OFFICE/ENTRY LOCK	ALX80P6 RHO	613	SCH
1	SURFACE CLOSER	1450 CUSH FC	613	LCN
2	KICK PLATE	8400 10" X 2" LDW B-CS	613	IVE
1	GASKETING	488SBK	BK	ZER

NOTE: VERIFY FINISH SELECTION AND STYLE WITH OWNER AND ARCHITECT

GENERAL NOTES:

- ARCHITECTURAL FLOOR PLAN DIMENSIONS ARE TO FACE OF CONCRETE OR DRYWALL, EXTERIOR FACE OF BRICK VENEER, OR CENTERLINE OF COLUMN, U.N.O. (UNLESS OTHERWISE NOTED). MASONRY DIMENSIONS ARE NOMINAL, U.N.O. EXISTING COLUMN GRID DIMENSIONS ARE APPROXIMATE, CONTRACTOR MUST FIELD VERIFY EXISTING CONDITIONS.
- EXG CONDITIONS INDICATED ON THESE DRAWINGS ARE TAKEN FROM THE BEST INFORMATION AVAILABLE, PROVIDED TO HELP ILLUSTRATE THE EXTENT OF DEMOLITION AND NEW WORK. CONTRACTOR SHALL VERIFY ALL EXG CONDITIONS & COORD. WITH THE DESIGN INTENT INDICATED ON DRAWINGS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY.
- VERIFY EXISTING CONDITIONS PRIOR TO ANY WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES FROM DRAWINGS PRIOR TO PROCEEDING WITH WORK.
- REPAIR DAMAGE TO EXISTING CONSTRUCTION, PAVING WALKS AND PLANTING AREAS INCURRED DURING CONSTRUCTION. PATCH AND REPAIR ALL FLOOR AREAS, WALLS AND CEILINGS ALTERED DURING CONSTRUCTION TO MATCH EXISTING.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH A.D.A. REQUIREMENTS AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL BUILDING CODES AND REGULATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING PERMITS AND INSPECTIONS.
- THE GENERAL CONTRACTOR AND SUBCONTRACTORS SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY INCONSISTENCIES OR DISCREPANCIES WITH THE PROJECT DOCUMENTS. ACCESS TO THE PROJECT LOCATION DURING BIDDING AND CONSTRUCTION SHALL BE COORDINATED WITH THE OWNER.
- DO NOT SCALE THE DRAWINGS.
- THE WORD "ALIGN" AS USED IN THESE DOCUMENTS SHALL SUPERSEDE ANY DIMENSIONAL INFORMATION GIVEN.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR EXAMINING AND CONFIRMING ALL SUBSTRATE CONDITIONS WHERE NEW MATERIALS ARE APPLIED. THE SUBSTRATE SHALL BE SMOOTH AND FREE OF DEFECTS AND SHALL CONFORM TO THE REQUIREMENTS OF THE FINISHED MATERIAL MANUFACTURERS RECOMMENDATIONS.
- GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP.
- BUILDING WILL BE OCCUPIED DURING CONSTRUCTION. BARRICADES, SIGNS, DROP CLOTHS, AND OTHER PROTECTIVE MEANS SHALL BE ERRECTED AS NECESSARY TO PROVIDE REASONABLE PROTECTION FOR THE OCCUPANTS AGAINST HAZARD AND NUISANCE. COORDINATE WORK TIME WITH OWNER BEFORE CONSTRUCTION BEGINS TO ENSURE ACCESS TO FACILITIES.

MATERIALS LEGEND

	NEW WALL/PARTITION
	EXISTING CONSTRUCTION (BLANK)
	GYPSUM WALLBOARD
	PLYWOOD
	SOLID WOOD
	WOOD FRAMING
	WOOD BLOCKING
	STEEL
	BATT INSULATION
	RIGID INSULATION

SYMBOL DESIGNATIONS

	ROOM NAME		ROOM NAME AND NUMBER		PLAN NOTE SYMBOL
	WALL & SECTION MARK		ELEVATION MARK A1 = ELEVATION NO. A201 = SHEET NO.		REVISION SYMBOL
	DETAIL MARK 20 = DETAIL NO. A151 = SHEET NO.		DOOR MARK		EXISTING DOOR TO REMAIN (DOOR MARK AT DOORS ADJACENT TO AREA OF WORK)
	DEMOLITION MARK		SPOT ELEVATION MARK		CEILING TAG
	PARTITION MARK (RE: PARTITION TYPES)				

PROJECT TEAM

**ARCHITECT**  
 clark | huesemann  
 927 1/2 Massachusetts Street  
 Lawrence, Kansas 66044  
 Contact: Jane Huesemann  
 (785) 691-5547  
 jhuesemann@clarkhuesemann.com

**MEP ENGINEER**  
 Latimer Sommers & Associates, P.A.  
 3639 SW Summerfield Drive, Suite A  
 Topeka, Kansas 66614  
 Contact: William Bassette  
 (785) 233-3232  
 wbassette@lsapa.com

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 (785) 691-5547  
 CH Project No.: #023003

THE HUESEMAN ARCHITECTS  
 4328  
 KANSAS PROFESSIONAL ARCHITECT  
 2023 08

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 Pittsburg, Kansas 66762

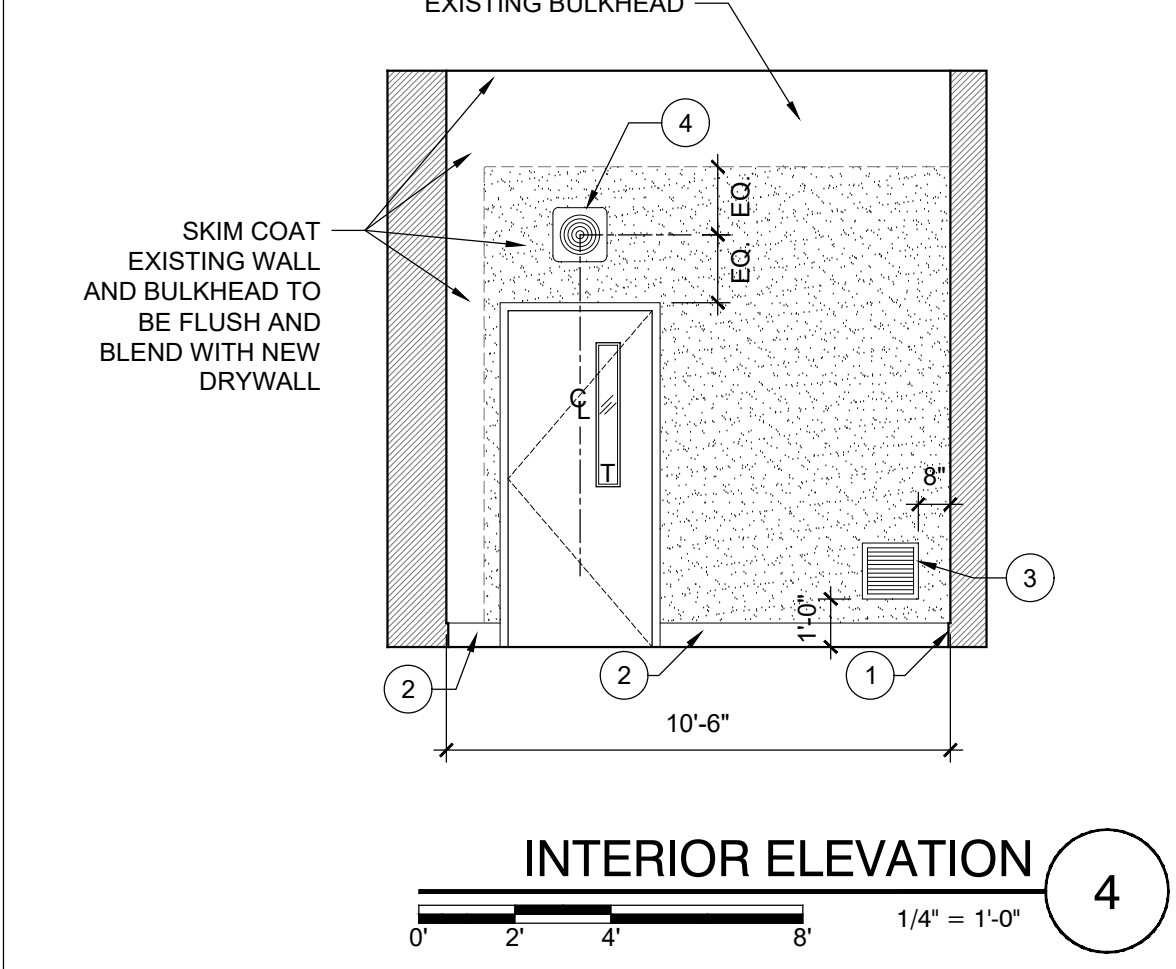
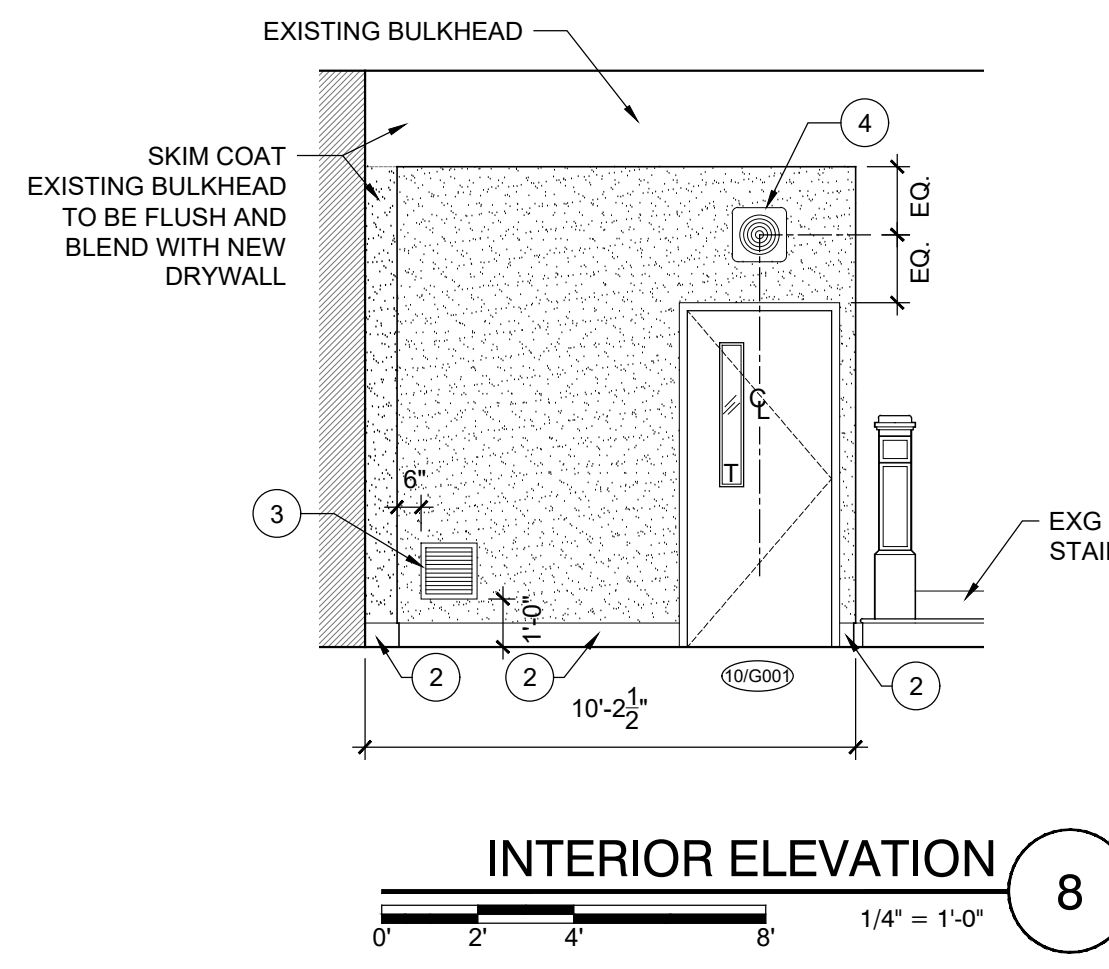
REVISION	DESCRIPTION	DATE

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June 13, 2023  
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COVER, GENERAL INFORMATION, AND DOOR SCHEDULE

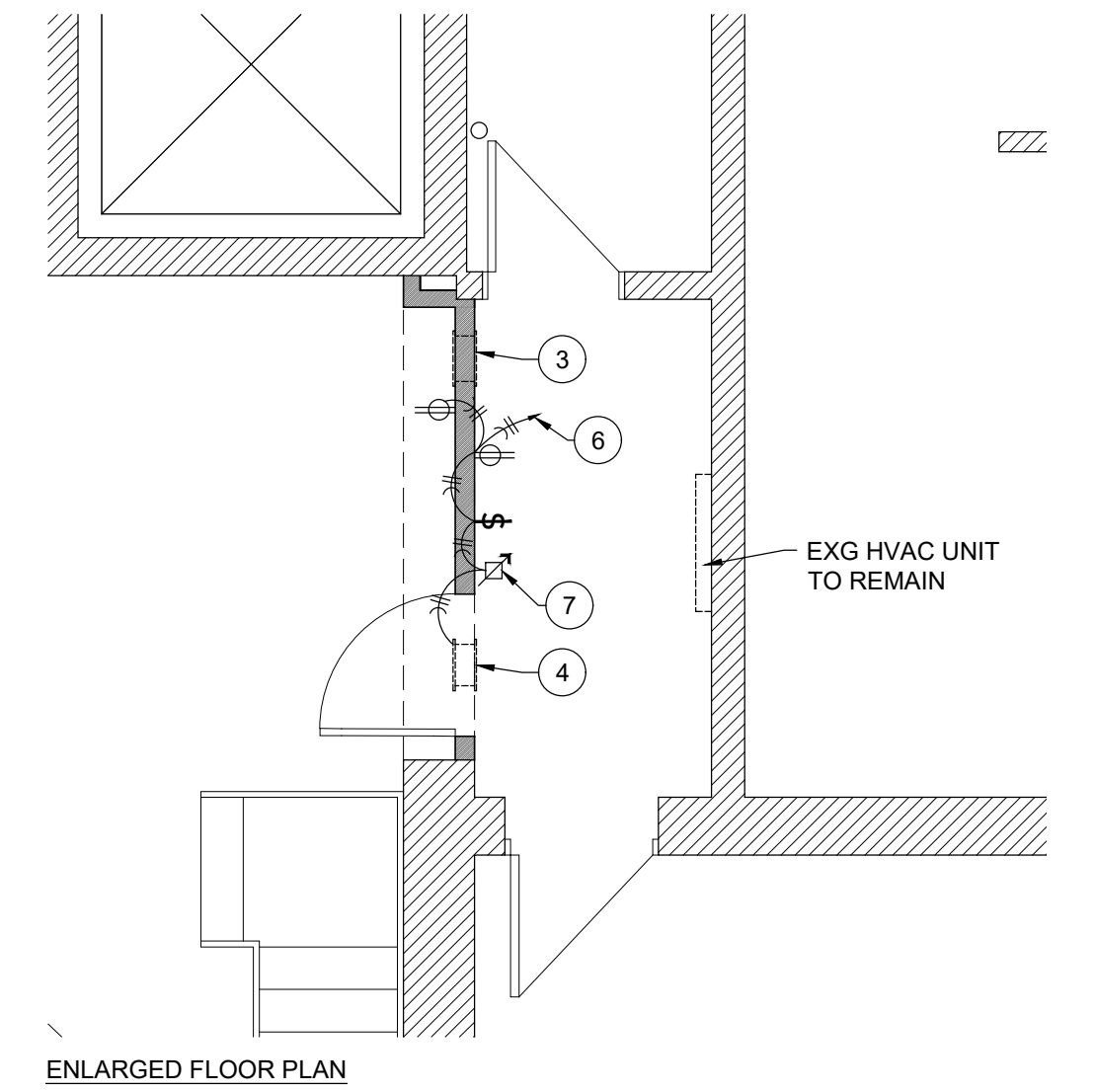
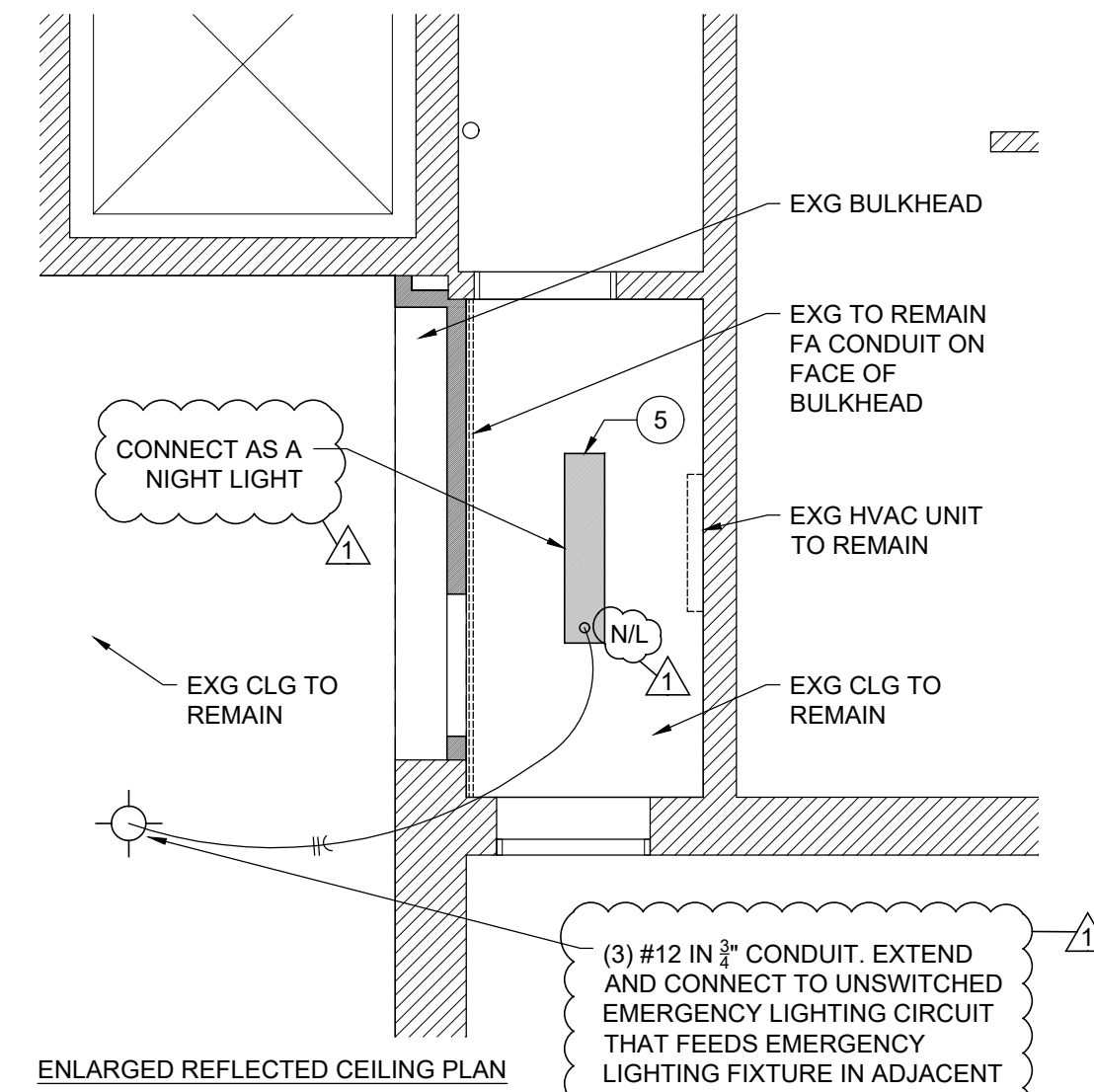
G001



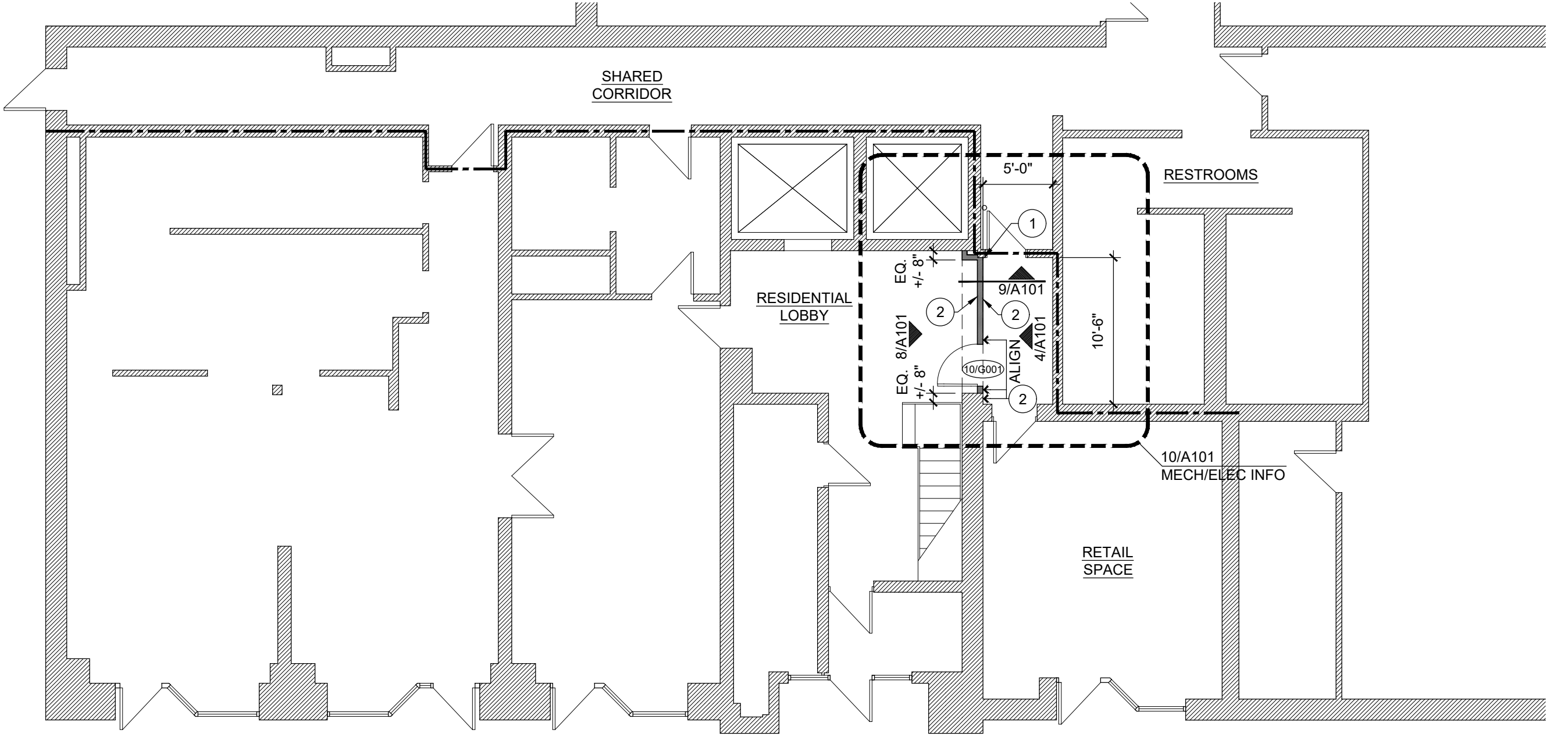
- PLAN KEY**
- EXISTING DOOR TO REMAIN
  - NEW DOOR
  - EXISTING WALL TO REMAIN
  - NEW FULL HEIGHT PARTITION
  - NEW PARTIAL HEIGHT WALL

**PLAN & ELEVATION NOTES**

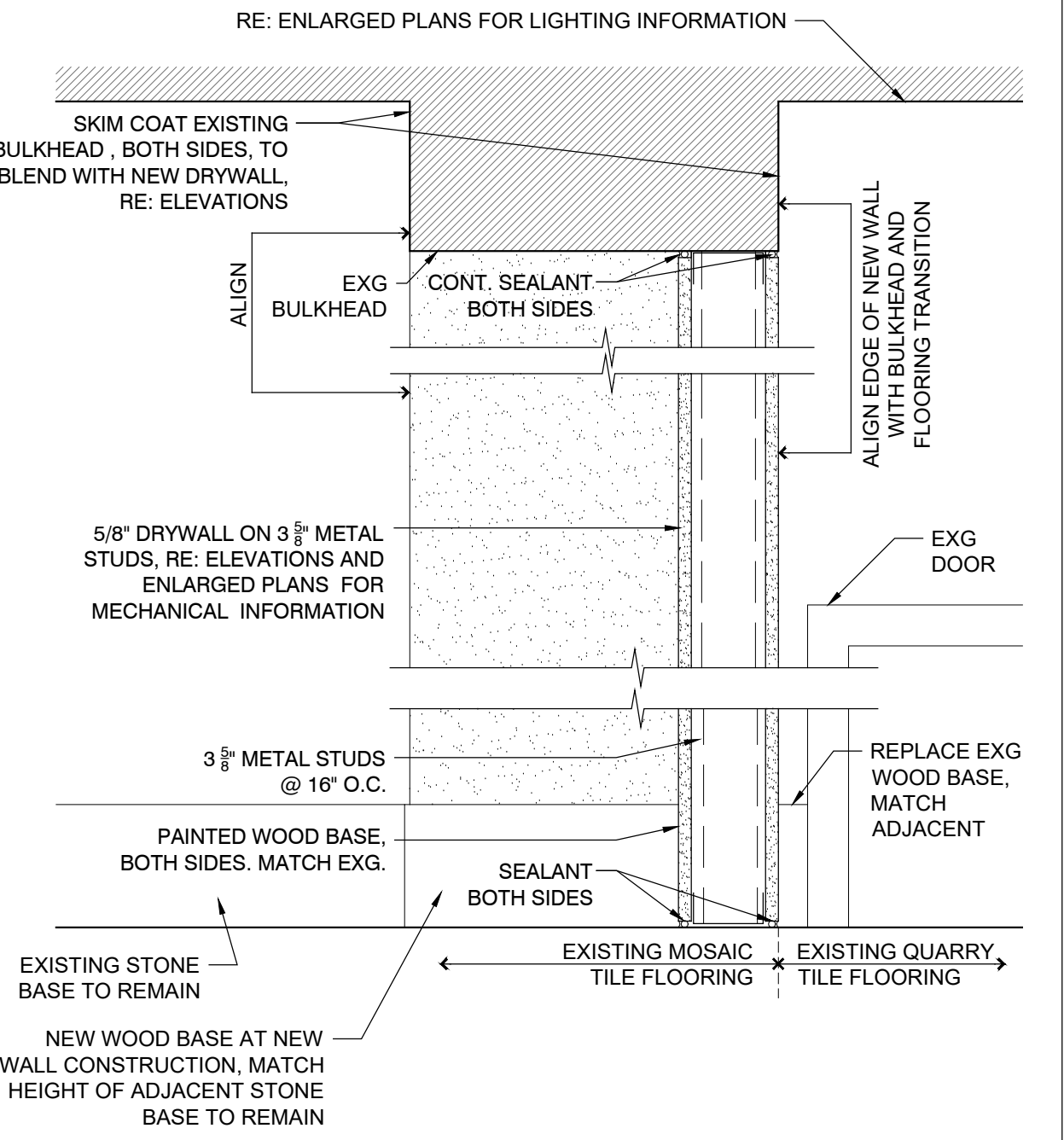
- 1 MODIFY AND/OR REPLACE EXISTING WOOD BASE AS REQUIRED TO MEET NEW WALL
- 2 NEW WOOD BASE, PAINTED WHITE. MATCH EXISTING ADJACENT BASE.
- 3 14" x 14" EACH OF (2), TRANSFER AIR GRILLES, ONE ON EACH FACE OF WALL. EH PRICE MODEL 96, HEAVY DUTY GRILLE WITH BLADES SPACED 3/4" AND 45° DEFLECTION.
- 4 IN WALL TRANSFER FAN WITH ELECTRONIC SPEED CONTROL MOUNTED IN WALL ABOVE DOOR. BROAN MODEL 510 +/- 370 CFM 120VAC 1 Ø +/- 2 AMPS
- 5 NEW LIGHT FIXTURE HE WILLIAMS MODEL 39 - 4 - L30 835A DIM UNV 4" SURFACE LIGHT FIXTURE WITH FROSTED RIBBED ACRYLIC LENS. 120V 1Ø NOMINAL 3000 LUMENS 23 WATTS 3500 DEGREES K COLOR TEMP AND 80 CRI
- 6 (3) # 12 IN 3/4" c TO 20A IP CB IN EXISTING PANEL, FIELD VERIFY LOCATION
- 7 ELECTRONIC SPEED CONTROL, MOUNT +/- 7-6" A.F.F.



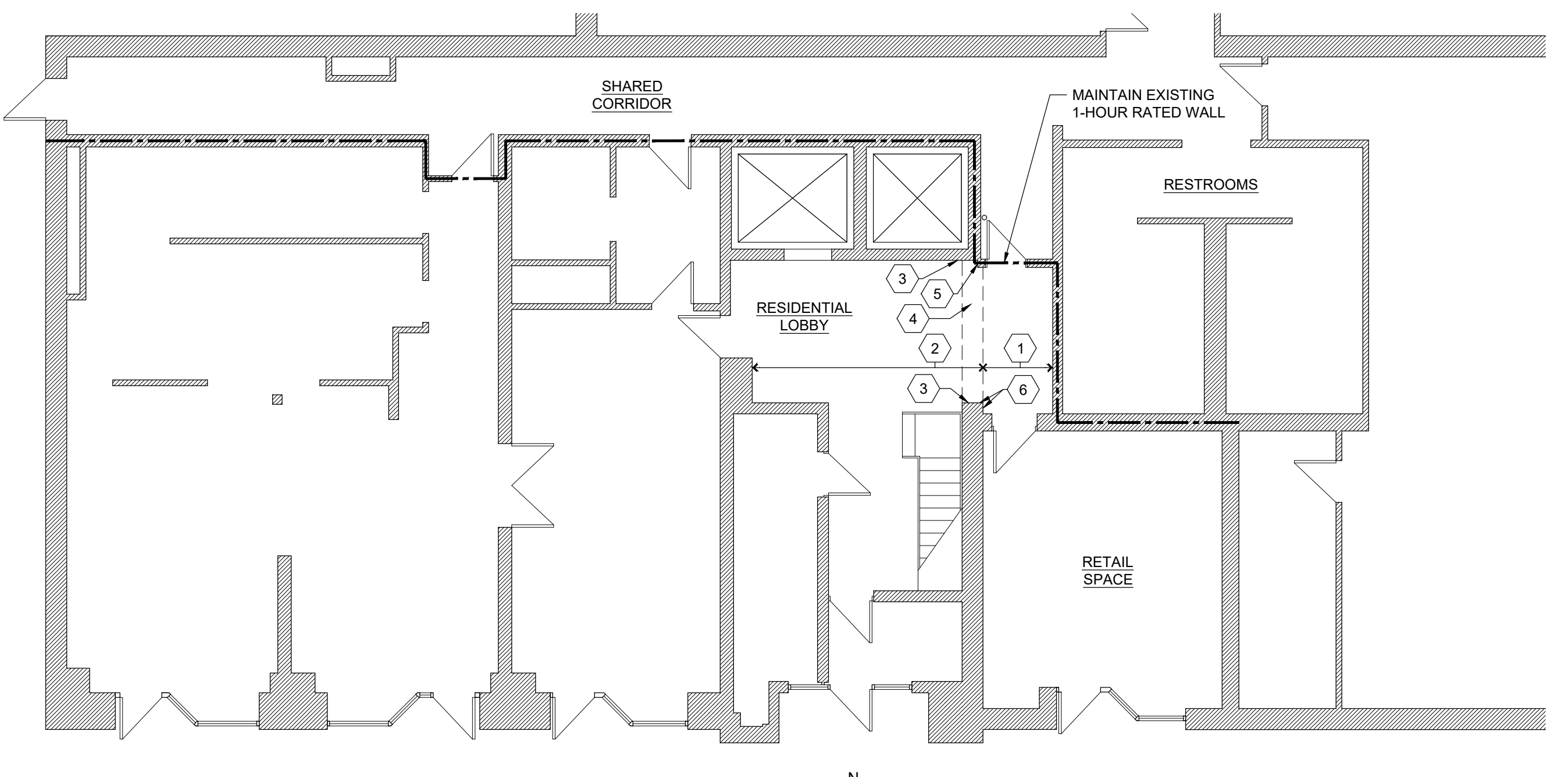
**ENLARGED PLANS** 10  
1/4" = 1'-0"



**FIRST FLOOR - PARTIAL FLOOR PLAN** 3  
1/4" = 1'-0"



**WALL SECTION** 9  
1 1/2" = 1'-0"



**FIRST FLOOR - PARTIAL DEMOLITION PLAN** 1  
1/8" = 1'-0"

**DEMOLITION PLAN NOTES**

- 1 EXISTING QUARRY TILE FLOORING TO REMAIN
- 2 EXISTING MOSAIC TILE FLOORING TO REMAIN
- 3 EXISTING STONE BASE TO REMAIN
- 4 EXISTING BULKHEAD TO REMAIN
- 5 REMOVE EXISTING WOOD BASE FOR INSTALLATION OF NEW WALL.
- 6 REMOVE PORTION OF STONE BASE FOR INSTALLATION OF NEW WALL

clark husesmann  
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(785) 691-5547  
CH Project No.: #023003



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**COMMERCE CORRIDOR**  
402 N. BROADWAY STREET  
Pittsburg, Kansas 66762

REVISION	DESCRIPTION	DATE
1	REVISION 1	07/13/2023

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The Professional Architect's seal affixed to this sheet applies only to the material and items shown on this sheet. All drawings, instruments, or other documents prepared by the Architect, and the Architect disclaims any and all responsibility for such plans, drawings, or documents not exhibiting this seal.

June 13, 2023  
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FLOOR PLANS,  
ELEVATIONS AND  
DETAILS  
**A101**

**D. Terms and Conditions****I. Terms and Conditions**

- a. **Acceptance or rejection:** PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.
- b. The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.
- c. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
- \* Form DA 146a;
  - \* written modifications to the executed contract;
  - \* written contract signed by the parties;
  - \* the Bid Event documents, including any and all amendments; and
  - \* Contractor's written offer submitted in response to the Bid Event as finalized.
- d. Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- e. This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Pittsburg, Crawford County, Kansas.
- f. The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Crawford County, unless otherwise specified and agreed upon by PSU. 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 State is a party.
- g. **Termination for Cause**  
The PSU Director of Purchasing may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
- \* the Contractor fails to make delivery of goods or services as specified in this contract;
  - \* the Contractor provides substandard quality or workmanship;
  - \* the Contractor fails to perform any of the provisions of this contract, or
  - \* the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

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

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

i. Hold Harmless - The Contractor shall indemnify PSU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

PSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice PSU's right to recover against third parties for any loss, destruction or damage to PSU property.

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

k. The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of PSU. PSU may reasonably withhold consent for any reason. This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of PSU.

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

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

n. Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

o. The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

- p. The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.
- r. The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the PSU for such property's loss or damage caused by the Contractor, except for normal wear and tear.
- s. Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to PSU any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.
- t. Price Adjustments - Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to PSU. Failure to provide available price reductions may result in termination of the contract for cause.
- u. Payment - Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b).
- v. Materials and Workmanship - The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified. The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.
- w. New Materials, Supplies or Equipment - Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery
- x. Inspection - PSU reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.
- y. Modification - This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.



### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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 contract 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:** This contract 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 this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (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 ninety (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 State under the contract. State 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 State, title to any such equipment shall revert to contractor at the end of the State'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 its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The 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 contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do 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 State of Kansas or its agencies 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 the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies 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 State of Kansas and its agencies 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 them 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.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **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 to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **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 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.

Printed Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_