



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

REQUEST FOR QUOTE #: 24016

Date Emailed: January 11, 2024

Closing Date: Tuesday, January 23, 2024, 4:30 p.m.

RETURNED SIGNED QUOTE TO:

Fort Hays State University (FHSU)

Purchasing Office

601 Park Street Sheridan Hall Room 318

Hays, KS 67601

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/addenda, <http://www.fhsu.edu/purchasing/bids>.

Purchasing Office Contact Information:

Telephone: 785-628-4251

Fax: 785-628-4046

Email: purchasing@fhsu.edu

INSTRUCTIONS TO BIDDERS:

1. The FHSU Purchasing Office is the only point of contact for this RFQ. When communicating, always refer to the quotation number.
2. To be considered, one copy of this quotation, with your bid properly filled in, must be signed and returned to the FHSU Purchasing Office by the specified closing date. E-mail and late bids cannot be considered.
3. **Submit bid response through FHSU's bid solicitation site, Vendor Registry:** <https://fhsu.edu/purchasing/bids/index.html>.
4. Bid must be in U.S. Dollars (\$US) excluding Federal Excise/State Sales Taxes.
5. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
6. Bid for comparable merchandise will be considered, unless the specifications indicate "no substitution".
7. Bidder must specify exceptions to any requirement or specification in the bid.
8. Bid must include complete specifications and/or descriptive literature to facilitate consideration.
9. Please browse our web-site for similar pending requests.
10. **THIS IS NOT AN ORDER.**

Description of Item(s)

Fort Hays State University seeks proposals from qualified testing agencies to perform special testing and inspections on the Gross Coliseum HVAC Improvements project. This project consists of structural modification and installations related to installation of HVAC components. There is also a small amount of parking lot paving and soils testing related to a subgrade ice storage tank containment area. This project is currently underway and is to complete by mid-August, 2024. The general contractor is The Kruse Corporation, 3636 N. Topeka, Wichita, KS 67219. The contract person is Rusty Valentine, 316-838-7885. The plans are available on-line at the State of Kansas Department of Design Construction and Compliance web site: <https://kansasdfm.geocivix.com>.

Areas of testing include:

- A. Cast-in-place concrete
- B. Structural steel framing
- C. Grading
- D. Concrete paving

The Owner prefers to award (1) single contract, but reserves the right to award multiple contracts, if that offers the best pricing scenario.

Please provide pricing for each item listed below:

1. Concrete cylinder testing _____ each
2. Soil compaction testing _____ each
3. Soil proctor _____ each
4. On-site Technician (testing) labor rate _____ per hour
5. Distance from job site to lab _____ miles
6. Mileage rate _____ per mile
7. On-site inspection/observation labor rate _____ per hour
8. Per diem rate for technicians/inspection _____ per day
9. Trip charges for on-site testing/inspections < 4 hours _____ each
10. Total project cost for Items A-K _____ lump sum

TOTAL DELIVERED PRICE (FOB Destination Prepaid & Allowed)

TO BE CONSIDERED, THE FOLLOWING INFORMATION MUST BE PROVIDED BY THE BIDDER:

DATE _____
 TERMS _____
 DELIVERY WILL BE MADE _____ DAYS A.R.O.
 F.O.B. DEST. Fort Hays State University, Hays, KS 67601
 F.E.I.N. OR S.S.N. _____
 NAME _____
 ADDRESS _____
 CITY _____ ST _____ ZIP _____

SIGNED BY _____
 PRINT OR TYPE NAME _____
 TITLE _____
 TELEPHONE # _____
 FAX # _____
 E-MAIL ADDRESS _____
 CHECK IF APPLICABLE
 Small Business _____ Woman-Owned _____ Minority-Owned _____

State Credit Card: Presently, FHSU uses a State of Kansas Procurement Card (Visa) in lieu of a state warrant to pay for some of its purchases. State of Kansas Law does not allow retailers to charge a credit fee for using their cards. (Refusal will not be a determining factor in award of this contract.) Will the credit card be allowed for purchases? Yes ___ No ___

Specifications

SECTION 014000 – QUALITY REQUIREMENTS PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. See Specifications for A-013627, Center for Student Success. Documents can be found at kansasdfm.idtplans.com. This document is edited from the specifications developed by PGAV architects.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and –control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and –control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and –control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 ACTION SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Unique characteristics of each quality-control service.
- C. Reports: Prepare and submit certified written reports and documents as specified.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on retesting and reinspecting.

1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- B. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect and Commissioning Authority (where applicable), with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect, Commissioning Authority and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 - 1. Notify Architect, Commissioning Authority, and Contractor promptly of irregularities or deficiencies observed in Work during performance of its services.
 - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 - 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and –control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 1. Distribution: Distribute schedule to Owner, Architect, Commissioning Authority, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect, Commissioning Authority, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Commissioning Authority with copy to Contractor and to authorities having jurisdiction.
 - 4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and reinspecting corrected work.

1.10 CAST-IN-PLACE CONCRETE

- A. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, grade 1, according to ACI CP-01 or an equivalent certification program.
 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician – Grade 1. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician – Grade II.
- B. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
1. Steel reinforced placement.
 2. Steel reinforced welding.
 3. Headed bolts and studs.
 4. Verification of use of required design mixture.
 5. Concrete placement, including conveying and depositing.
 6. Curing procedures and maintenance of curing temperature.
 7. Verification of concrete strength before removal of shores and forms from beams and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
 2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 3. Slump: ASTM C 143/C 143M; one test a point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each composite sample.
 6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 7. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
 - b. For vertical foundation walls at basement only, cast and field cure two additional sets of two standard cylinder specimens for each composite sample.

8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. For vertical foundation walls at basement only, test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
 9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
 11. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength and type of break for both 7- and 28-day tests.
 12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
 13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
 14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.
- D. Measure floor and slab flatness and levelness according to ASTM E 1155 (ASTM E 1155M) within 24 hours of finishing.

1.12 STRUCTURAL STEEL FRAMING

- A. Field Quality Control
 1. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
 2. Bolted Connections: Bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 3. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.
 - a. In addition to visual inspection, where indicated on drawings field welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - 1) Liquid Penetration Inspection: ASTM E 165.
 - 2) Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - 3) Ultrasonic Inspection: ASTM E 164.
 - 4) Radiographic Inspection: ASTM E 94.
 4. In addition to visual inspection, test and inspect field-welded shear

connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:

- a. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
- b. Conduct tests on additional shear connectors if weld fracture occurs on shear connectors already tested, according to requirements in AWS D1.1/D1.1M.

1.13 GRADING

A. Field Quality Control

1. The Owner will employ a certified independent testing agency. The agency shall inspect excavations and make whatever tests required to insure adequate soil bearing capacity. The agency shall sample and test soil and aggregate materials proposed for use in the work. Said tests shall be performed on existing and borrow materials. The agency shall perform field testing for quality control during earthwork operations.
2. Test result reports shall be prepared and submitted to the Engineer as follows:
 - a. Optimum moisture-maximum density curve for each type of soil encountered in subgrade and fills under building slabs, foundations and paved areas in accordance with ASTM D698. Include recommended moisture tolerances required to achieve stable fills.
 - b. Analysis of suitability of materials proposed for use as fill.
 - c. Field density test reports.
 - d. Soil bearing capacity test results (beneath building footings).

B. Compaction Operations

1. Prior to compaction, aerate and/or moisten each fill/backfill layer as required to optimum moisture with a tolerance as recommended by the Geotechnical Engineer and as required to obtain the required compaction as determined by ASTM D698.
2. Compaction shall be to minimum 95% maximum dry density under slabs and pavements and minimum 85% maximum dry density in turf areas all as determined by ASTM D698 (Standard Proctor). Within turf and landscape areas, do not exceed 90% maximum dry density in top twelve (12") inches of finished subgrade.
3. Where low volume material is to be placed within the building pad area, the 24-inch zone beneath the low volume material shall also be sacrificed, moisture treated and recompacted in accordance with the Geotechnical Engineer's recommendations. See Geotechnical Report.
4. Testing agency shall be allowed to inspect and approve each subgrade and fill layer before further fill/backfill or construction work is performed. Agency shall perform field density tests at the following minimum frequencies, with no less than three (3) tests per layer:
 - a. Beneath pavements: One test per 5,000 sq. ft.
 - b. Trench backfill: One test per 100 lin. ft. of trench.
 - c. Beneath turf and lawn areas: At discretion of testing agency.
5. Field density tests by agency shall be performed in accordance with Nuclear Densimeter Method – ASTM D2922.

1.14 CONCRETE PAVING

A. Summary

1. This Section includes exterior cement concrete pavement for the following:
 - a. Driveways
 - b. Parking lots
 - c. Exterior vehicle traffic slabs
 - d. Concrete sidewalks

B. Quality Assurance

1. Testing Agency Qualifications: An independent agency qualified according

to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

a. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.

2. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures. All testing costs to be included in base bid and paid by contractor.

C. Field Quality Control

1. Testing Agency: Engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.

2. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

a. Testing Frequency: Obtain at least 1 composite sample for each 75 cu. yd. or fraction thereof of each concrete mix placed each day.

b. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.

c. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.

d. Compressive-Strength Tests: ASTM C 39C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.

e. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.

3. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

4. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete in batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

5. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

6. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

7. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

TERMS AND CONDITIONS

1. It is the intent of Fort Hays State University (FHSU) to permit competitive bidding. It is the bidder's responsibility to advise the FHSU Purchasing Office, in writing, no later than three (3) business days before the bid closing date, if any specification or requirement described herein limits bidding to a single source.
2. Unless otherwise specified, Fort Hays State University reserves the right to accept or reject all or any part of your quotation, and to waive technicalities.
3. Offered payment discounts will NOT be considered in determining the low bid. The discount period begins on the date of delivery, or acceptance, or receipt of a correct invoice by the receiving agency, whichever is later.
4. Except as otherwise indicated, the merchandise quoted is in new condition.
5. Fort Hays State University reserves the right to award purchases by item, by group, or by lot, whichever is deemed to be in the university's best interest.
6. In the event of a tie for the low bid, the award will be made to the Kansas bidder.
7. Unit price will prevail in the event of extension error(s).
8. If awarded a purchase order, the bidder agrees to furnish the item(s) or provide the service(s) enumerated hereon at the price(s) quoted and in accordance with the conditions indicated.
9. If a bid indicates that an item quoted is functionally equivalent and it is purchased and found not to be comparable, Fort Hays State University reserves the right to return that item at the bidder's expense, and the bidder will be billed for the difference in cost between this bid and the successful bid.
10. If any portion of this bid is provided by a vendor other than the bidder, the bidder remains the prime contractor responsible for fulfilling all requirements of this bid.
11. Contracts or purchase orders resulting from this quotation may not be assigned without prior written consent of the FHSU Director of Purchasing.
12. The seller agrees to protect Fort Hays State University from all damages arising out of alleged patent infringement.
13. Partial payments will not be made, unless otherwise specified.
14. Bid results are available by written request with a check payable to Fort Hays State University for five dollars (\$5.00) per request, tax included, with a stamped, self-addressed envelope. Unless otherwise requested, your canceled check will serve as your receipt.
15. Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a state contractor must be disclosed. This is to include (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract of subcontract or in the performance of such contract of subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or action in concert with one or more individuals or entities, owns or controls twenty-five percent (25%) or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
16. If any part of this contract (including any required installation) is fulfilled by any other contractor, the successful bidder remains responsible for completing all aspects of the work described herein.
17. Vendors who are new to the university should complete a vendor registration form found at: <http://www.fhsu.edu/purchasing/Vendor-Registration-Form>. A copy of the vendor's W-9 should also be submitted with your bid: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.

TAX CLEARANCE

Fort Hays State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of vendor's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <https://www.kdor.ks.gov/apps/taxclearance/Default.aspx> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print it and attach it to your bid response
- If denied a certificate, engage KDOR in a discussion about why a certificate wasn't issued

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with the bid response(s) to:

Fort Hays State University
Purchasing Office
601 Park Street, Sheridan Hall 318
Hays, KS 67601

Failure to provide this information may be cause for rejection of vendor's bid or proposal.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/forms-btreg.html>.

The FHSU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the FHSU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or FHSU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of FHSU and the State.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

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

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

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

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

Signature, Title of Contractor

Date

State of Kansas
Fort Hays State University
DA-146a (Rev. 12/19)

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. 12/19), 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.

- 1. 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. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 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, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay 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 under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
- 5. Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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 or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take

affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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 University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **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 University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University 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 the University to establish a "self-insurance" fund to protect against any such loss or damage.
11. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, 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 of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or 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.
14. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.
15. **Boycotts of Israel Prohibited:** Kansas 2018 HB 2482 generally prohibits the University from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction, unless such company submits a written certification that such company is not currently engaged in a boycott of Israel. For the purposes of this Section, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage. Accordingly, by executing this contract, Contractor hereby certifies that it is not currently engaged in a boycott of Israel.
16. **Harassment Policy:** Fort Hays State University prohibits sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at <https://fhsu.edu/policies/documents/harassment-policy/index.pdf> and include the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint. Contractor and its employees, officials, agents, or subcontractors shall at all times comply with the University's policies on sexual harassment, discrimination, and retaliation.