

PITTSBURG STATE UNIVERSITY

REQUEST FOR SEALED BID

RFSB# **2020-3**

Date Issued: March 26, 2021

Closing Date: April 8, 2021; 2:00pm local time

SUBMIT BID TO:
PITTSBURG STATE UNIVERSITY
PURCHASING OFFICE
1701 SOUTH BROADWAY
PITTSBURG, KS 66762
ATTN: BRAD STEFANONI
PHONE (620) 235-4169
bstefanoni@pittstate.edu

1. This solicitation is for the sale of used equipment.
2. The purpose of this request is to obtain competitive bids for the sale of the merchandise described below and in accordance with the requirements below and in compliance with state regulations.
3. When communicating, always refer to the above sealed bid number.
4. To receive consideration for award, one copy of this solicitation with your bid(s) properly filled in must be signed and returned to the Purchasing Office by the specified closing date and time.
5. Faxed bids are acceptable if they do not exceed \$25,000. Bids over \$25,000 must be signed and either delivered to the purchasing office OR mailed to the address indicated on this page.
6. Late, unsigned, or electronic (e-mail) bids will not be considered.
7. All prices and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
8. Successful bidder(s) will be notified by telephone after bids are opened.
9. By signing below, bidder hereby certifies that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process for this bid. A conflict of interest is one that a reasonable person would think would compromise the open competitive process

For technical questions and/or to request to view the vehicle contact:

Byron McKay at 620-235-4379

Please submit your bid price in this table

Quantity	Description	Bid Price
1	<p>2003 Custom PittState LC3 Electric Car (low speed vehicle)</p> <ul style="list-style-type: none"> • Year: 2003 • Hours: approximately 1,000 hours • Condition: USED. Has been used on campus for student groups during ball games and for product sales. Has been stored inside when not in use. Batteries worked when we stopped using it, but unable to be recharged them at this time. • Vehicle is sold as is/where is. No delivery 	\$

To be considered, the following information must be provided:

Date:	Signed by:
FOB: Pittsburg State University	Print or type name:
Terms: Net prepayment required	Address:
Payment via (please indicate one): Cash / Check / Cashier's check	City, state, zip:
E-mail address	Telephone number:

Specifications and Requirements

1. Pittsburg State University reserves the right to sell the merchandise by item, by group, or by lot, whichever is deemed to be in the university's best interest.
2. Unless otherwise specified, Pittsburg State University reserves the right to accept or reject any or all bids, or portions thereof, and to waive technicalities.
3. Unit price will prevail in the event of extension error(s).
4. In the event of a tie for the high bid, the award will be made to the Kansas bidder.
5. The merchandise described herein is offered for sale "as is, as seen, and where is," and subject to the conditions of sales set forth herein. Except as to title (if any), Pittsburg State University makes no representations or warranties, express or implied, as to merchantability, fitness for purpose, or any other condition or quality. No employee of Pittsburg State University or the State of Kansas is authorized to make any guarantee of merchantability for use.
6. Inspection prior to submitting an offer is the responsibility of the prospective buyer. Interested bidder(s) may call 620-235-4169 to make arrangements for viewing the merchandise.
7. State and local sales tax will be collected on all applicable sales.
8. Loading and removal of the merchandise is the buyer's responsibility. In the event that the successful bidder fails to remove the equipment within a reasonable time as determined by PSU staff, the university reserves the right, without prejudice to any other remedies, to cancel the contract and resell the merchandise at such price and under such terms and conditions as the university deems advisable, and to hold the successful bidder responsible for any loss, including all expenses incurred by the university through the default of the successful bidder.
9. The successful bidder is responsible for providing any insurance necessary to protect the university's interest and worker's compensation coverage for bidder's worker(s) or sub-contractor(s) while working on university property.
10. Successful bidder shall ensure compliance with occupational health, safety, and environmental regulations, to protect bidder and bidder's employee(s), as well as university employees in the surrounding area and on university property.
11. No returns can be accepted for the sale of this merchandise. Sales resulting from this bid may not be assigned without the consent of the Director of Purchasing.
12. Bid results are available by written request to Brad Stefanoni at bstefanoni@pittstate.edu.
13. 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.







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.