RFQ: 001533

#### Request for Proposal (RFP)

RFP Number	001533		
<b>Date Issued</b>	October 19, 2020		
<b>Closing Date</b>	November 2, 2020; 2:00pm local time		
<b>Procurement Officer</b>	Brad Stefanoni; 620.235.4169; bstefanoni@pittstate.edu		
Item	Kansas Technology Center (KTC) Interior Stair Refinishing		
Agency & Location	Pittsburg State University (PSU) in Pittsburg Kansas		
Scope	Pittsburg State University is seeking proposals for interior stair refinishing at		
	the Kansas Technology Center building.		
Period of Contract	One-time contract award		
Bid Submittal	Submit bid by e-mail to <u>bstefanoni@pittstate.edu</u>		

- 1. When communicating, always refer to the Request for 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.

For technical questions or to schedule a site visit please contact Lindell Haverstic at 620-235-4130 or lhaverstic@pittstate.edu.

Vendor Name	

RFQ: 001533

#### Scope of Work

Prepare five sets of interior stairs and install new decorative flooring resin system according to project documents, manufacturer specifications, and with color selection from manufacturer's standard range. Successful bidder will work with Pittsburg Interiors (818 E. Hwy K171, Pittsburg, KS 66762, 620 231-3102) for flooring transitions where stairs terminate at new carpet tile or polished concrete.

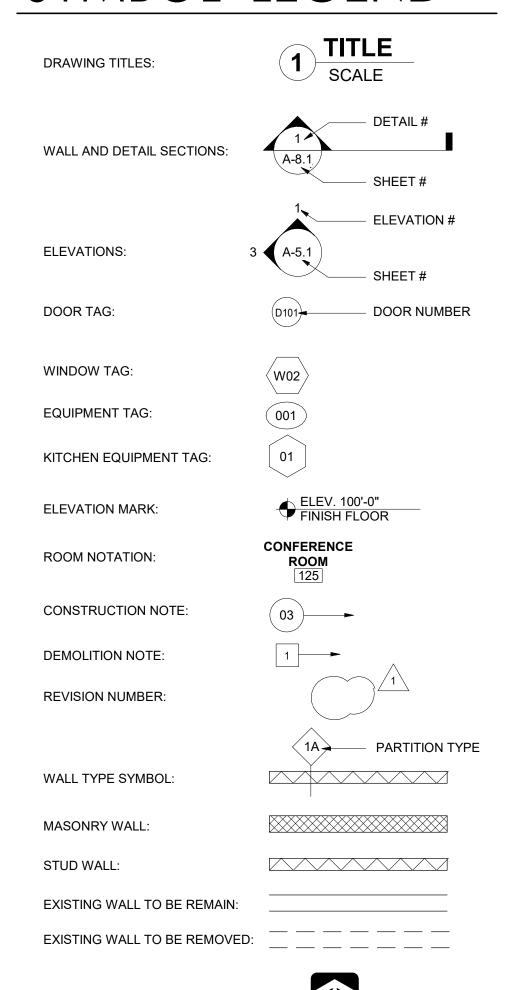
• Timing for preparation and installation would be between 11/30/20 and 1/9/21.

PSU reserves the right to award in the best interest of the university.

# KTC FLOORING REPLACEMENT

# PITTSBURG STATE UNIVERISTY PITTSBURG, KANSAS

# SYMBOL LEGEND



# ABBREVIATIONS

AB	ANCHOR BOLT ABOVE AIR CONDITIONING	EQ	EQUAL	OA	OVERALL
	ABOVE		EQUIPMENT	OC	ON CENTER(S)
	AIR CONDITIONING		EXISTING	OD	OUTSIDE DIÀMETER
	ASBESTOS CONTAINING MATERIAL	EXT	EXTERIOR		OPENING
	ADJUSTABLE/ADJACENT	L/( )	EXTENSIT	OPP	OPPOSITE
		F		OFF	OFFOSITE
	ABOVE FINISH FLOOR	Γ,	FAHRENHEIT/FACE	ы	DI ATE/DDODEDTY/ INE
	AUTHORITY HAVING JURISDICTION	FA	FRESH AIR/FIRE ALARM		PLATE/PROPERTY LINE
	ALUMINUM		FOUNDATION		PLASTIC LAMINATE
	ALTERNATE	FIN	FINISH		PLUMBING
ANCH	ANCHOR	FLR	FLOOR	PLF	POUNDS PER LINEAR FOOT
<b>APPRO</b>	X APPROXIMATE	FT(')	FOOT	PWD	PLYWOOD
	ARCHITECT(URAL)	FTĞ	FOOTING		PANEL(ING)
	7 (3)	FV	FIELD VERIFY		PAINT(ED)
BD	BOARD	. •	TIELS VERM I		POUNDS PER SQUARE FOOT
	BUILDING	GA	GAGE/GAUGE		POUNDS PER SQUARE INCH
	BELOW	GC	GENERAL CONTRACTOR	PVC	POLYVINYL CHLORIDE
	BEAM/BENCH WORK	GYP	GYPSUM		
	BY OWNER				RETURN AIR GRILLE
BOTT	BOTTOM	HDBD	HARDBOARD	RD	ROOF DRAIN
BUR	BUILT-UP ROOFING	HDW	HARDWARE	REG	REGISTER
			HARDWOOD		REQUIRED
CAB	CABINET	HM	HOLLOW METAL		REVISED/REVISION/REVERSE
	CENTER TO CENTER		HORIZONTAL	RM	ROOM
	CUBIC FEET			RO	ROUGH OPENING
		H(T)	HIGH (HEIGHT)		
	CONSTRUCTION JOINT		INCIDE DIAMETED	K5(C)	ROUGH SAWN (CEDAR)
	CONTROL JOINT	ID	INSIDE DIAMETER		
	CENTER LINE		INCH	SEC	SECTION
	CEILING		INSULATION	SF	SQUARE FOOT
CLO	CLOSET	INT	INTERIOR	SHT	SHEET
CLR	CLEAR			SIM	SIMILAR
	CONCRETE MASONRY UNIT	JNT	JOINT		SPECIFICATION
	CLEAN OUT/CLEAR OPENING	KIT	KITCHEN	SQ	SQUARE
	COLUMN	IXII	TOTIEN		STANDARD
	CONCRETE	L	LONG/LENGTH		STEEL
			LONG/LENGTH	STL	
	CONDITION/CONDENSER	LAV	LAVATORY		STORAGE
	CONTINUE/CONTINUOUS	LB	POUND		STRUCTURAL/STRUCTURE
	CONTRACT(OR)	LF	LINEAR FOOT	SY	SQUARE YARD
CTR	COUNTER/CENTER	LLH	LONG LEG HORIZONTAL	SYM	SYMMETRICAL
CU	CUBIC	LLV	LONG LEG VERTICAL		
				T&G	TONGUE AND GROOVE
D	DEEP/DEPTH	MAS	MASONRY	THK	THICK(NESS)
DF	DRINKING FOUNTAIN	MATL	MATERIAL	TYP	TYPICAL
					TITIOAL
DIA	DIAMETER	MAX	MAXIMUM	VEDT	VEDTICAL
DIM	DIMENSION	MC	MECHANICAL CONTRACTOR		VERTICAL
	DOWN		MECHANICAL		VESTIBULE
-	DITTO	MFR	MANUFACTURE(R)	VIF	VERIFY IN FIELD
DR	DOOR	MIN	MINIMUM		
DS	DOWNSPOUT	MISC	MISCELLANEOUS	W	WIDE/WIDTH
	DETAIL	MO	MASONRY OPENING	W/	WITH
	DRAWING	MTD	MOUNTED	WC	WATER/CLOSET/WALL COVERIN
5	DI WING	MTL	METAL	WD	WOOD
	EVDANCION DOLT	IVI I L	IVIL I AL		
	EXPANSION BOLT	NIA	NOT APPLICABLE	WDW	WINDOW
EC	ELECTRICAL CONTRACTOR	NA	NOT APPLICABLE	W/O	WITHOUT
EJ	EXPANSION JOINT	NIC	NOT IN CONTRACT	WT	WEIGHT
	ELECTRIC(AL)	NO	NUMBER	WWF	WELDED WIRE FABRIC
ELEV	ELEVATION	NOM	NOMINAL		
ENT	ENTRANCE	NTS	NOT TO SCALE	YD	YARD

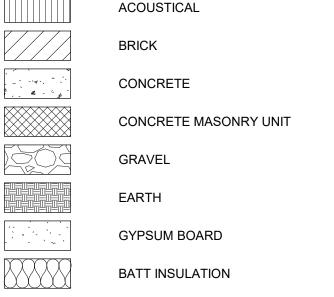
# KTC Stair Refinishing - 5 interior sets



- PROJECT LOCATION

# PROJECT LOCATION MAP NOT TO SCALE

# MATERIAL SYMBOLS



NORTH ARROW:

METAL

TILE

SAND

WOOD FINISH

WOOD FRAMING (CONTINUOUS)

WOOD FRAMING (INTERRUPTED)

PLYWOOD

RIGID INSULATION

# PROJECT INFORMATION

PROJECT OWNER	Pittsburg State University 1701 South Broadway Pittsburg, Kansas 66762 P 620 235 4130 F 4007
PROJECT DESIGNER	Alloy Architecture 3500 N. Rock Road, Bldg 500 Wichita, Kansas 67226 P 316.634.1111
BUILDING INSPECTIONS	Office of Facilities & Procurement Mngt
RESPONDING FIRE DEPARTMENT	Pittsburg Fire Department
WATER SUPPLY	Crawford County Rural Water District
PROJECT NARRATIVE	Corridor Flooring Replacement at Kansas Technology Center

## APPLICABLE CODES

Marshal (OSFM) website at www.firemarshal.ks.gov.

K.S.A. 58-1301 et seq – 2010 ADA Standards for Accessible Design (2010 ADA Standards)

	International Building Code (IBC), 2018 Edition.
	a. Chapter 11, Accessibility, is deleted. See Item N below.
	b. Additionally, The Life Safety Code (NFPA 101)
	International Building Fire Code (IFC), 2018 Edition.
;.	International Residential Code (IRC), 2018 Edition.
).	International Existing Building Code (IEBC), 2018 Edition
	International Mechanical Code (IMC), 2018 Edition.
	International Plumbing Code (IPC), 2018 Edition.
ì.	International Fuel Gas Code (IFGC), 2018 Edition.
١.	International Energy Conservation Code (IECC), 2018 Edition or ASHRAE 90.1-2013.
	The codes and standards referenced in the Referenced Standards Chapters in the IBC, IFC, IRC, IMC, IPC, IFGC and IECC shall be
	applicable. Codes listed in item J below shall be identified on the code footprint, if applicable to the project. The NFPA editions noted in
	Item K below shall be applicable for the occupancies listed and shall be identified on the code footprint if applicable to the project.
	National Fire Protection Association (NFPA), National Fire Codes and Standards for non-Healthcare occupancies described in Item K.
	a. NFPA 10 – 2018 Edition – Portable Fire Extinguishers
	b. NFPA 13, 13D and 13R – 2016 Edition – Installation of Sprinkler Systems
	c. NFPA 14 – 2016 Edition – Installation of Standpipe and Hose Systems
	d. NFPA 20 - 2016 Edition – Installation of Stationary Pumps for Fire Protection
	e. NFPA 25 – 2017 Edition – Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems
	f. NFPA 45 - 2015 Edition - Fire protection for Laboratories Using Chemicals
	g. NFPA 70 – 2017 Edition – National Electric Code (NEC)
	h. NFPA 72 – 2016 Edition – National Fire Alarm Code
	<ul> <li>i. NFPA 96 – 2017 Edition – Ventilation Control and Fire Protection for Commercial Cooking Operations</li> </ul>
	j. NFPA 101 – 2018 Edition – Life Safety Code–only applicable to adult & boarding care homes per OSFM K.A.R.–22-11-8.
	k. NFPA 110 – 2016 Edition – Emergency and Standby Power Systems
	<ul> <li>I. NFPA 241 – 2013 Edition – Safeguarding Construction, Alteration and Demolition Operations</li> </ul>
	Healthcare (not applicapicale)
	ASME A17.1/CSA B44-2016 – Safety Code for Elevators and Escalators
1.	Kansas Fire Prevention Code (This code combines many different documents including Kansas Statutes Annotated (K.S.A.) and
	Kansas Administrative Regulations (K.A.R.).) A list of pertinent statutes and regulations can be found at the Office of the State Fire

# DRAWING INDEX

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ARCHITECTURE

alloy architecture.com 165 S. ROCK ISLAND, SUITE 200 WICHITA, KS 67202 p: 316.634.1111

# PROJECT NUMBE

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Department of Adminstration
Office of Facilities & Propery Management
Design, Construction & Compliance
700 Harrison, Suite 1200
Topeka, Kansas 66603
Phone 785-296-8899

TINOLOGY CENTER
EPLACEMENT
BURG, KANSAS

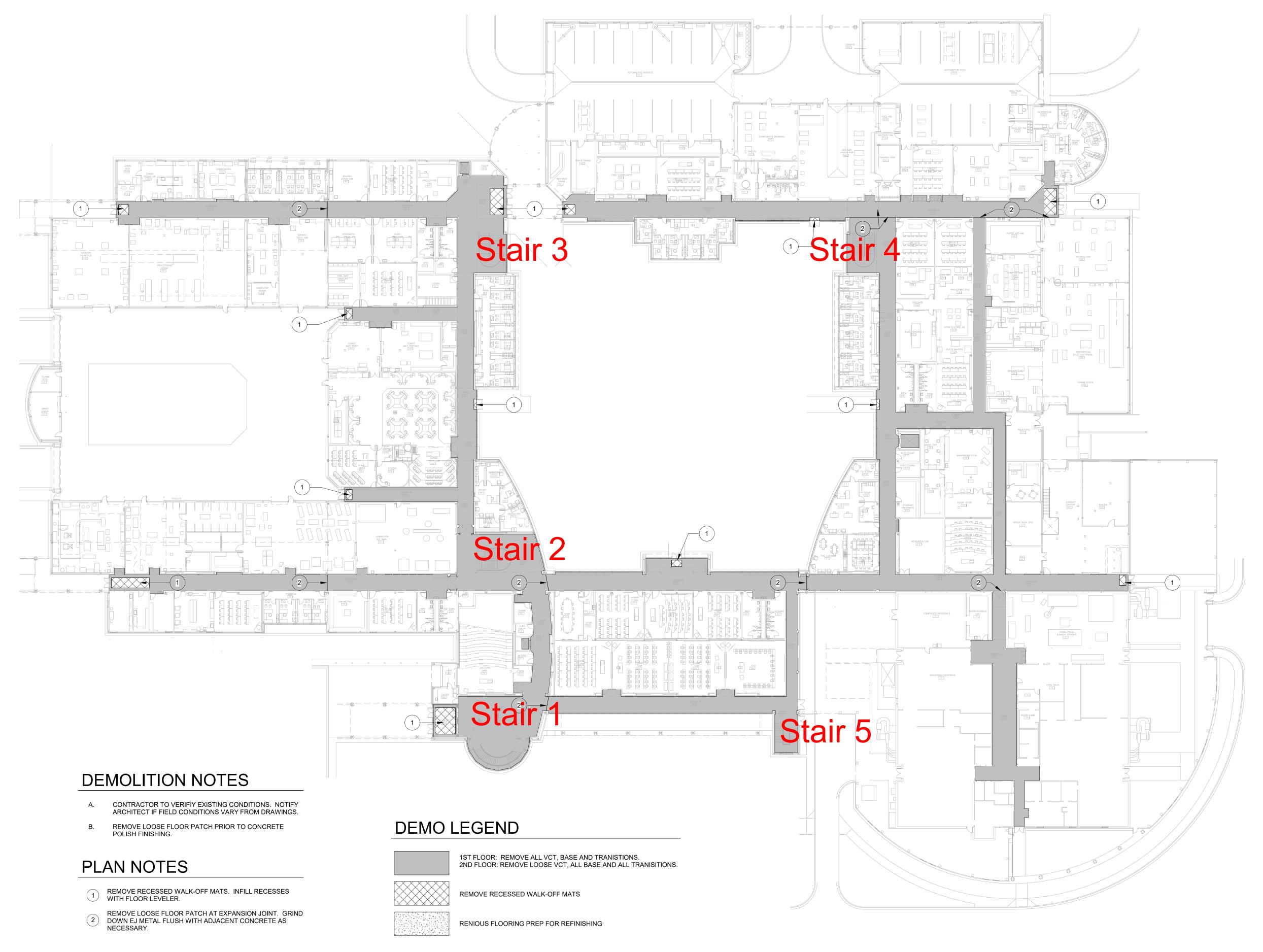
ANSAS TECHNOL FLOOR REPLA

COVER

A-000000

A-0.0

ORIGINAL CONSTRUCTION DOCUMENTS



FIRST FLOOR DEMOLITION PLAN SCALE: 1" = 30'-0"

1" = 30'-0"

FIRST FLOOR DEMOLITION PLAN

KANSAS TECHNOLOGY CENTER FLOOR REPLACEMENT

A-000000

A-1.1

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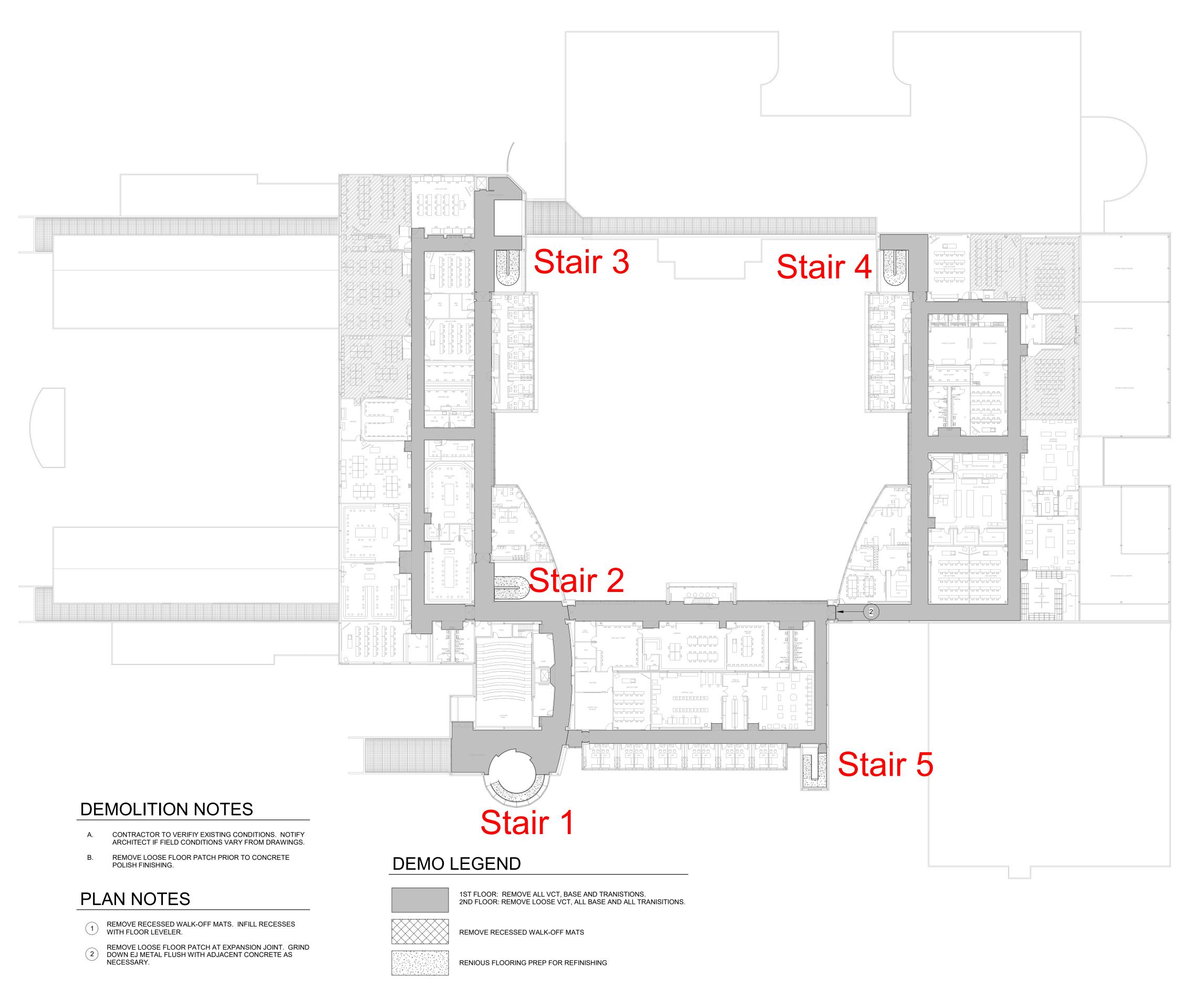
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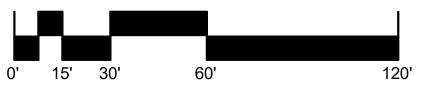
ORIGINAL CONSTRUCTION DOCUMENTS



NORTH

SECOND FLOOR DEMOLITION PLAN

1" = 30'-0"



SCALE: 1" = 30'-0"

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PROJECT NUMBER 19190

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Department of Adminstration
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KANSAS TECHNOLOGY CENTER
FLOOR REPLACEMENT
PITTSBURG, KANSAS
BUILDING NUMBER 28500-0033

SECOND FLOOR DEMOLITION PLAN

A-000000

A-1.2

ORIGINAL CONSTRUCTION DOCUMENTS



## **KEY #467-HS URETHANE TOPCOAT**

#### **DESCRIPTION**

KEY RESIN #467-HS is a two component, chemical resistant, ultra high solids aliphatic polyurethane coating. KEY #467-HS is a low VOC, compliant urethane that meets all federal and state environmental air quality standards. The high gloss or satin finish offers excellent abrasion resistance, chemical and stain resistance. KEY #467-HS can be used equally well on vertical or horizontal surfaces. It is ideal for concrete floors and walls in warehouses, storage facilities, aircraft hangars, animal housing, restrooms, vehicle maintenance facilities, and numerous other applications. Available in clear with optional pigment packs, KEY #467-HS can be used as a finish coating option for most KEY FLOORING SYSTEMS. Optional HTS component for use in high traffic/high wear applications.

#### **KEY ADVANTAGES**

- Excellent Abrasion Resistance, Optional HTS Additive Available for Additional Resistance
- Excellent Chemical & Stain Resistance
- Suitable for Both Exterior & Interior Applications
- May be Used for Both Horizontal & Vertical Applications
- Compliant to Low VOC Air Regulations, Low Odor

#### **KEY CONSIDERATIONS**

- Substrate moisture testing and preparation is required as outlined in Technical Bulletin #1
- Substrate must be free of dirt, waxes, curing agents, and other foreign materials
- Minimum/Maximum Application Temperature: 50°F/90°F
- Minimum/Maximum Relative Humidity: 30%/90%

#### COMPOSITION

Two, three or four component, catalyzed, chemical resistant, moisture cure aliphatic polyurethane.

#### **APPLICATION**

#### SURFACE PREPARATION

Surface Preparation is the most critical portion of any successful resinous flooring system application. All substrates must be properly prepared as outlined in KEY RESIN COMPANY'S TECHNICAL BULLETIN #1. Work must be performed by trained or experienced contractors or maintenance personnel.

#### INSTALLATION

KEY #467-HS is normally applied using a dip and roll procedure with a short nap mohair roller, followed immediately with thorough cross rolling. Review detailed installation instructions document prior to use. Care should be taken to minimize the entrapment of air caused by overrolling. Apply material within the recommended thickness range. Do not thin material. KEY #467-HS must be aggressively sanded prior to application of a second topcoat. KEY #467-HS is a moisture cure urethane, relative humidity will significantly affect cure speed. Refer to Installation Instructions document for important additional details.

#### **CLEAN UP**

Clean skin with soap and water. Tools and equipment should be cleaned with xylene or lacquer thinner.

#### **COVERAGE**

**KEY #467-HS** Clear will yield 2.9-3.2 mils dry film thickness when spread at 450-500 ft<sup>2</sup> per gallon. **KEY #467-HS** Pigmented will yield 3.0-3.3 mils dry film thickness when spread at 450-500 ft<sup>2</sup> per gallon.

#### **COLOR SELECTION**

**KEY #467-HS** is available in Clear (gloss or satin) with optional Urethane Pigment Packs in Key Urethane Standard Colors or custom colors subject to lab approval and minimum quantities. Pigment Packs MUST be added only <u>after</u> first thoroughly mixing Part A and Part B.

#### TECHNICAL DATA

Hardness (ASTM D 3363 Pencil)	2H to 3H
Abrasion Resistance ASTM D 4060	10-20 mgs./1000 cycles, CS-17 Wheel
(Taber Abraser 1000 gm. load per	
wheel)	
Solids Content (by volume)	90% Clear
	93% Pigmented
Volatile Organic Content (VOC)	100 g/L
. , ,	Compliant in all U.S. states, except Los Angeles SCAQMD counties
Dry Film Thickness	2.8-2.9 mils @ 500 square feet per
	gallon application thickness

#### CURE/DRY TIME (Applied at 450-500 square feet per gallon)

Pot Life	2 hours @ 75°F, 50% RH
Re-Coat (must sand first coat)	8-10 hours @ 75°F, 50% RH
Light Service (foot traffic)	16-24 hours @ 75°F, 50% RH
General Service (vehicle traffic)	72+ hours* @ 75°F, 50% RH
	*varies by temp and RH
Full Cure & Maximum	5-7 days* @ 75°F, 50% RH
Resistance to Staining	*varies by temp and RH

#### **AVAILABILITY**

**KEY RESINS** are available throughout the United States, Canada, and a number of other countries. Contact the **KEY REPRESENTATIVE** in your area for details.

#### MAINTENANCE

After completing the application of **KEY #467-HS**, the installer should provide the owner with maintenance instructions. **KEY #467-HS** is easily cleaned with neutral soaps or detergents. Refer to Technical Bulletins #3 and #3-A for additional information.

#### TECHNICAL SERVICE

**Key Resin Company** and **KRC Associates, Inc.** provide services and consultations on material selection, specification, troubleshooting, and other information on the proper repair and protection of concrete surfaces. **Key Sales/Technical Representatives** are available to assist you, telephone (888)943-4532 or visit www.keyresin.com.

#### CHEMICAL RESISTANCE

REAGENT	RATING
Acetic Acid-5%	L
Acetone	L
Betadine	R
Beer	R
Bleach	L
Brake Fluid	R
Citric Acid-30%	R
Citric Acid-40%	L
Crude Oil	R
Diesel Fuel	R
Ethylene Glycol	R
Fatty Acids	L
Gasoline	R
Hydrochloric Acid-15%	R
lodine	R
Lactic Acid-15%	R
Methyl Ethyl Ketone	L
Nitric Acid-10%	R
Orange Juice	R
Peroxide-35%	R
Phosphoric Acid-85%	L
Skydrol	R
Sodium Hydroxide-50%	R
Sulfuric Acid-20%	R
Toluene	R
Urea	R
Vinegar	L
Xylene	R
D D 1 1 1 ( 11	

R-Recommended for continuous service.

L-Limited Recommendation, occasional spills with frequent cleaning.

#### WARRANTY

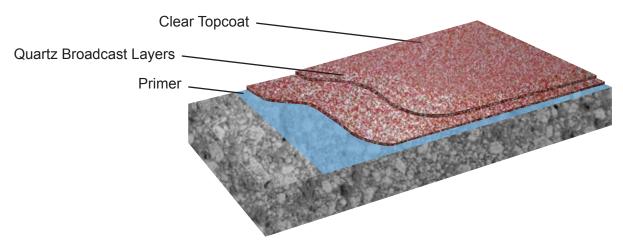
Key Resin Company ("Key") warrants for a period of one (1) year that its products will be free of manufacturing defects and will be in conformity with published specifications when handled, stored, mixed, and applied in accordance with recommendations of Key. If any product fails to meet this warranty, the liability of Key will be limited to replacement of any non-conforming material if notice of such non-conformity is given to Key within (1) one year of delivery of materials. Key may in its discretion refund the price received by Key in lieu of replacing the material. No customer, distributor, or representative of Key is authorized to change or modify the published specifications of this warranty in any way. No one is authorized to make oral warranties on behalf of Key. In order to obtain replacement or refund the customer must provide written notice containing full details of the non-conformity. Key reserves the right to inspect the non-conforming material prior to replacement. EXCEPT FOR THE EXPRESSED WARRANTY STATED ABOVE, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. KEY'S OBLIGATION SHALL NOT EXTEND BEYOND THE OBLIGATIONS EXPRESSLY UNDERTAKEN ABOVE AND KEY SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE PURCHASER OR ANY THIRD PARTY FOR ANY LOSS, COST, EXPENSE, DAMAGE OR LIABILITY, WHETHER DIRECT OR INDIRECT, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

<sup>\*-</sup>May cause slight stain or discoloration.

## **KEY QUARTZ B-125**

**Technical Data Sheet** 





#### **DESCRIPTION**

**KEY QUARTZ B-125** is a 1/8" decorative resin flooring system consisting of clear, 100% solids, epoxy resin and colored quartz aggregate. This durable quartz system is finished with various options of clear epoxy, polyaspartic or urethane resins, in satin or gloss to meet project requirements. The installed system can be textured or smooth as desired. Ease of cleaning and maintenance minimizes bacterial growth. The decorative quartz aggregate is available in a series of pre-blended patterns or solid colors. Crack-resistant installations of **KEY QUARTZ B-125** can be achieved when installed in conjunction with **KEY #580 Waterproofing and Crack Isolation Membrane**. An integral cove base can be installed in areas requiring seamless floor to wall finishes. For high chemical resistant applications specify **KEY QUARTZ B-125-HP** or **KEY RESISTANT QUARTZ B-125**.

#### **KEY ADVANTAGES**

- · Decorative appearance
- · High wear, impact, and abrasion resistance
- · Low maintenance
- Safe (slip resistant finish)
- · Chemical resistant finishes are available
- Meets USGBC LEED criteria for low VOC
- Meets USDA requirements
- · Available with Bioclean antimicrobial additive if needed

#### TYPICAL USES

- Corridors
- · Restrooms and locker rooms
- Kitchen areas
- · Food and beverage processing
- Classrooms
- · Shower rooms
- Cafeterias
- Laboratories
- Animal housing
- · Production, manufacturing areas
- Clean rooms
- · Government and military facilities
- · Healthcare facilities
- · Numerous other uses-consult with Key Resin

#### PHYSICAL PROPERTIES

Test Name	Method	Value
Color		Key Standard Colors and Custom Colors
VOC (Volatile Organic Content)	EPA Method 24	Refer to Individual Product Component Data Sheet
Adhesion to Concrete	ASTM D7234	300-400+ psi (Concrete Failure, varies by concrete strength)
Compressive Strength	ASTM C579	12,600 psi
Flexural Strength	ASTM C580	4,300 psi
Hardness, Shore D	ASTM D2240	80-84
Tensile Strength	ASTM C307	2,600 psi
Flammability	ASTM D635	Self Extinguishing
Impact Resistance	MIL-D-3134J	Withstands 16 ft-lbs without cracking, delamination or chipping
Abrasion Resistance	ASTM D-4060, C Wheel, 1000 cyc	
Resistance to Elevated Temperatures	MIL-D-3134J	No slip or flow at required temperature of 158°F
Slip Resistance	ASTM D2047	>0.6 Passes ADA recommendations

#### **KEY QUARTZ B-125**

**Technical Data Sheet** 



#### **APPLICATION**

#### SURFACE PREPARATION

Surface Preparation is the most critical portion of any successful resinous flooring system application. All substrates must be properly prepared and tested for moisture as outlined in **Key Resin Technical Bulletin #1**. If moisture testing confirms excessive levels of moisture, apply moisture mitigation system recommended by **Key Resin**. Work must be performed by experienced contractors. The **Key Resin Technical Service Department** is available to answer any questions.

#### **INSTALLATION**

**KEY QUARTZ B-125** material components are mixed on site. Refer to the detailed installation instructions document and **Key Resin Technical Service**.

#### **CLEAN UP**

Clean skin with soap and water. Tools and equipment should be cleaned with xylene or lacquer thinner. Consult Safety Data Sheet (SDS) for safety and health precautions.

#### **MAINTENANCE**

After completing the application of **KEY QUARTZ B-125**, the installer should provide the owner with maintenance instructions. **KEY QUARTZ B-125** is easily cleaned with neutral soaps or detergents. Routine mechanical scrubbing using the appropriate pad is recommended for all surfaces having a slip resistant texture. Refer to **Key Resin Technical Bulletins #3 and #3-A** for additional recommendations.

#### SYSTEM OPTIONS

- · Fast cure formulations
- · UV light resistance formulations
- Cold cure formulations
- · Urethane, polyaspartic finishes
- · Chemical resistant finishes
- · Crack-isolation flexible membrane
- · Moisture tolerant base coats

#### **TECHNICAL SERVICE**

**Key Resin Company** provides services and consultations on material selection, specification, troubleshooting, and other information on the proper repair and protection of concrete surfaces. **Key Resin Sales/Technical Representatives** are available to assist. Telephone 888.943.4532 or visit www.keyresin.com.

#### **AVAILABILITY**

**Key Resin** materials are available throughout the United States, Canada, China, and a number of other countries. Contact the **Key Resin Representative** in your area for details.





Key Resin Company ("Key") warrants for a period of one (1) year that its products will be free of manufacturing defects and will be in conformity with published specifications when handled, stored, mixed, and applied in accordance with recommendations of Key. If any product fails to meet this warranty, the liability of Key will be limited to replacement of any non-conforming material if notice of such non-conformity is given to Key within (1) one year of delivery of materials. Key may in its discretion refund the price received by Key in lieu of replacing the material. No customer, distributor, or representative of Key is authorized to change or modify the published specifications of this warranty in any way. No one is authorized to make oral warranties on behalf of Key. In order to obtain replacement or refund the customer must provide written notice containing full details of the non-conformity. Key reserves the right to inspect the non-conforming material prior to replacement. EXCEPT FOR THE EXPRESSED WARRANTY STATED ABOVE, THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. KEY'S OBLIGATION SHALL NOT EXTEND BEYOND THE OBLIGATIONS EXPRESSLY UNDERTAKEN ABOVE AND KEY SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO THE PURCHASER OR ANY THIRD PARTY FOR ANY LOSS, COST, EXPENSE, DAMAGE OR LIABILITY, WHETHER DIRECT OR INDIRECT. OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.













## **KEY QUARTZ COLORS**

**Broadcast Grade Blends** 



**KEY RESIN BROADCAST QUARTZ** flooring systems are designed to provide a decorative, slip resistant and seamless surface. Consisting of colored quartz aggregate and clear resins, these durable and chemically resistant floors can be installed with varying degrees of texture to meet your specific project requirements.



When selecting the **KEY BROADCAST QUARTZ** blend for your application, please take time to carefully consider:

- 1. APPEARANCE: Light color blends tend to show more "shadow" than dark color blends.
- 2. TRAFFIC & MAINTENANCE: Wheel marks and dirt naturally show up more on light vs. dark color blends.
- 3. **SPILLAGE**: What might be most commonly spilled on the floor? Consult your **Key Resin Representative** to determine the degree of chemical resistance you may require prior to selection of the system.

**Key Resin Company** provides this color guide for preliminary color selection only. Please refer to a physical sample prior to making a final choice. Contact your local **Key Resin Representative** for assistance.







RFQ: 001533

#### **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): <a href="http://www.ksrevenue.org/taxclearance.html">http://www.ksrevenue.org/taxclearance.html</a>

**W9 Form:** Vendors who are new to PSU should submit a copy of their W-9 with bid response. The form can be downloaded at <a href="https://www.irs.gov/pub/irs-pdf/fw9.pdf">www.irs.gov/pub/irs-pdf/fw9.pdf</a>

**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 <a href="http://www.da.ks.gov/purch/DA-146a.pdf">http://www.da.ks.gov/purch/DA-146a.pdf</a>

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.

COMPARABLE PRODUCTS: Bids on comparable products are invited. Indicate appropriate items, brands, model numbers, and specifications. Minor deviations in size and operational characteristics from those set forth in the specification will be considered when such deviations do not alter nor deter Pittsburg State University from accomplishing its intended usage or function. Each bidder must clearly indicate in writing where (if any) their product characteristics deviate from these specifications and explain how their product accomplishes the desired function even though product characteristics may be different.

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:

State of Kansas Department of Administration DA-146a (Rev. 07-19)

#### 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. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties	agree 1	that the	following	g provis	ions ar	e hereby	incorpora	ated into	the
contract to v	vhich it	is attac	hed and	made a	a part i	thereof, s	said contra	act being	the
day o	f		, 2	20 .	-				

- 1. <u>Terms Herein Controlling Provisions</u>: 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. <u>Disclaimer Of Liability</u>: 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 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. <u>Acceptance of Contract</u>: 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.
- <u>Responsibility for Taxes</u>: 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. <u>Insurance</u>: 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. <u>Information</u>: 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.