

REQUEST FOR PROPOSAL (RFP)



Pittsburg State
University

RFP Number	001624
Date Issued	July 29, 2022
Deadline for Questions	August 12, 2022; 12:00pm local time
Closing Date	August 16, 2022; 2:00pm local time
Procurement Officer	Sean Burke
Mailing Address	Pittsburg State University Purchasing Office 1701 S Broadway Pittsburg KS 6762
Telephone	620-235-4167
E-mail Address	swburke@pittstate.edu
Item	Janitorial Supplies
Agency & Location	Pittsburg State University (PSU) in Pittsburg, Kansas
Period of Contract	Date of award through June 30, 2023 (with option to renew for four (4) additional one (1) year periods)
Scope of Work	PSU is issuing this RFP to obtain competitive responses with the intention of entering into a contract to purchase janitorial supplies.

Questions about the bid process should be e-mailed to swburke@pittstate.edu.

Questions regarding product specifications, quantities, etc. should be emailed to tpentola@pittstate.edu; jgburns@pittstate.edu; jsteinmiller@pittstate.edu.

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

Impromptu questions may be permitted and spontaneous unofficial answers provided, however bidders should understand that the only official answer or position of Pittsburg State University will be in writing.

Failure to notify the PSU Purchasing Office of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of PSU. Any modification to this RFP as a result of written answers to written questions shall be made in writing by addendum. Only written communications are binding.

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

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SECTION 1 TERMS AND CONDITIONS

- 1.1 Price Adjustments:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to PSU. Failure to provide available price reductions may result in termination of the contract.

On the yearly anniversary date of this contract, costs may remain at the price bid or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 60 days prior to the expiration date to substantiate any claim for increase. Any price increases must be presented to the PSU Director of Purchasing and approved prior to implementing a price increase. The PSU Director of Purchasing reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re bid.

- 1.2 Experience:** All bidders shall have a minimum of five (5) years continuous active participation in the applicable industry as a distinct company, providing services comparable in size and complexity to what is specified. Bidders may be required to furnish information supporting their ability to comply with conditions for bidding and fulfill the contract if receiving an award. Such information may include, but not be limited to, a list of annual sales, similar size customers they currently service, size of sales staff, size of support staff, etc.

- 1.3 Term of Contract:** Date of award through June 30, 2023 (with option to renew for four (4) additional one (1) year periods).

- 1.4 Annual Reports:** The vendor is required to submit an annual report to the PSU Purchasing Office detailing all acquisitions made from this contract. This report should include as a minimum the agency name, quantity, description, manufacturer, manufacturers part number and amount.

- 1.5 Inspection:** PSU reserves the right to reject, on arrival at destination, any items which do not conform to specifications of this Request.

- 1.6 Termination for Cause:** PSU may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

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

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

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

- 1.9 Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

- 1.10 Contract Formation:** No contract shall be considered to have been entered into by PSU until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered; and a written contract has been signed by the successful vendor.
- 1.11 Modification:** This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
- 1.12 Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever. The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.
- 1.13 Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) located at (<http://www.da.ks.gov/purch/DA-146a.pdf>) are incorporated by reference and made a part of this contract.
- 1.14 New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects.
- 1.15 Alternate/Equivalent Items:** Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. **Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications (Brand/Part Number Offered) to provide for detailed comparison.** Samples of items, if required, shall be furnished at no expense to PSU and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested. To the extent practicable and cost effective, PSU encourages bidders, when proposing alternate/equivalent items, to propose products which are environmentally friendly.
- 1.16 Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to PSU's receiving dock or other designated point as specified in this Request without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 1.17 Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Furthermore, all products and services required to make the vendor's proposal functional shall be identified in the vendor's proposal.
- 1.18 Warranty:** Standard Manufacturer's Warranty, for all products bid, is to be considered a part of these conditions. All defective items shall be replaced free of charge.

The successful bidder(s) will be the sole point of contact on any problems with the products or systems during the warranty period.

The contractor shall be responsible for all work put in under these specifications. The contractor shall make good, repair and replace, at the contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of PSU said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

Bidders shall indicate the type and extent of the warranty for all products and services.

- 1.19 Insurance:** The successful bidder shall maintain during the term of this agreement the following insurance: Workers Compensation, General Liability, and Property Damage. Additionally, PSU shall not be required to purchase any insurance against loss or damage to any personal property nor shall PSU establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

- 1.20 Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. PSU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption. The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
- 1.21 Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request.
- 1.19 Certification of Materials Submitted:** The response to this request, together with the specifications set forth herein and all data submitted by the vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful vendor and PSU. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.
- 1.20 Payment:** Unless specified otherwise, Payment Terms are Net 30 days.

Specific Terms & Conditions

1. Bidders must annotate any exceptions separately. PSU reserves the right to accept or reject any exceptions taken by the bidder to the terms and conditions of this RFP.
2. PSU shall not be responsible for any fee not explicitly included in the bidder's proposal and/or contract.
3. Bidders are responsible to insure that all items meet applicable safety codes and that all electrical equipment will be Underwriters Laboratory approved.
4. Any proposal received by PSU that does not contain all of the required components and/or comply with all terms and conditions may be deemed non-responsive.

SECTION 2 PROPOSAL RESPONSE INSTRUCTIONS

Vendor's proposal shall be received no later than the Proposal Due Date/Time. It is PSU's preference to receive proposals by email to swburke@pittstate.edu.

If the vendor's preference is to submit proposals not electronically; all copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. **The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.**

Submit to:

**Pittsburg State University
Purchasing Office
Proposal # (Indicated on Page 1)
1701 South Broadway, Russ Hall Rm 110
Pittsburg, KS 66762
ATTN: Sean Burke**

PSU shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late proposals will be retained unopened in the file and not receive consideration.

It is the vendor's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

- 2.1 Negotiated Procurement:** This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by The Procurement Negotiation Committee (PNC) composed of individuals selected solely for this purpose.

- 2.2 Submission of Proposals:** Vendors shall provide a separate file/document for the technical/narrative components of their proposal and a separate file/document for the cost/pricing component of their proposal. Vendor's proposal shall consist of:
- Technical/narrative Component
 - Cost Proposal Worksheet
 - Product Specifications
 - Signature Sheet
 - Tax Clearance Certificate, if Total Amount exceeds \$25,000. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR): <http://www.ksrevenue.org/taxclearance.html>
The PSU Purchasing Office cannot send tax clearance applications on the vendor's behalf. Please send your application to KDOR;
 - W-9 (form can be found at <http://www.irs.gov/>)
- 2.3 Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder.
- 2.4 Evaluation of Proposals:** Award shall be made in the best interest of PSU as determined by the PNC or their designees. Consideration may focus toward but is not limited to:
- Cost (vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. PSU reserves the right to award to the lowest responsible and responsive bidder without conducting formal negotiations, if authorized by the PNC.)
 - Adequacy and completeness of proposal
 - Compliance with the terms, conditions, and specifications of this RFP
 - Experience in providing like equipment or services
 - Response format as required by this RFP
 - Timeliness of delivery
 - Fill rate of orders
 - Minimum order size
 - Staff size and qualifications (sales and service)
 - Customer base (i.e. other comparable customers and customer base in the Pittsburg area)
 - Demonstrated level of customer service
 - Regular delivery service by company truck to Pittsburg
 - On-line ordering
 - eProcurement capabilities
 - Contracts already held or business already conducted with the State of Kansas
- 2.5 Contract:** The successful bidder will be required to enter into a written contract with PSU. The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with PSU.
- 2.6 Contract Documents:** This request and any amendments and the response and any amendments of the successful bidder shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA-146a;
- This request including any and all addenda;
- Purchase order; and
- Bidder's written proposal submitted in response to this request as finalized.

2.7 Contract Formation: No contract shall be considered to have been entered into by PSU until funds for the contract have been encumbered; and a purchase order has been accepted by the successful bidder.

- 1. Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation by email from the PSU Purchasing Office.

Copies of individual proposals may be obtained under the Kansas Open Records Act. PSU's KORA Policy is available at: <http://www.pittstate.edu/office/president/policies/kansas-open-records-act.html>. Please see below for instructions to request an estimate of the cost to reproduce the documents. Upon receipt of the funds, the documents will be mailed. You may also request to review the proposal file. Please contact the Custodian of Records indicated below to set up an appointment. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

Pittsburg State University asks that you submit a written request to obtain public records. Please include your name, contact information, and a specific description of the records you are requesting. Make your request as specific as possible to expedite the process.

Send your request(s) to:

Katie George

Chief of Staff

President's Office

Pittsburg State University

Pittsburg, KS 66762

Fax: 620-235-4080

or Email: openrecords@pittstate.edu

SECTION 3 SCOPE OF WORK

PSU is issuing this RFP to obtain competitive responses with the intention of entering into a contract to purchase janitorial supplies.

PSU requires a wide variety of janitorial supplies to be purchased for the maintenance of its facilities. Typically, these items are needed for immediate delivery from a full line janitorial supply company who is able to provide the items and services described herein.

PSU does not wish to keep a large stock of items on hand and will rely on the successful vendor for this bid to provide a daily supply of product. Prompt delivery of product is essential to keep campus maintenance work flowing.

This Request is for an open-ended contract between a Contractor and PSU to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history of this contract is approximately \$100,000 to \$150,000 per year. However, this estimate should not be construed to be a guarantee of either minimum or maximum since purchases are dependent upon actual need and available funding.

Vendors will be required to deliver product within 48 hours after receipt of order. PSU shall be notified in advance if product ordered cannot be shipped within this time period. PSU business hours are Monday through Friday, 8:00am to 4:30pm.

Please use the Cost Proposal Worksheet spreadsheet to provide pricing for this RFP. Vendors are **required** to submit pricing for this RFP in an electronic format. All quoted prices should include any and all extra charges (i.e. delivery, handling, etc). There shall be NO minimum order quantity. Orders will be placed on an as needed basis.

Proposals are to include Product Data Sheets and Material Safety Data Sheets, when applicable.

Pittsburg State University Policies and Standards: <http://pittstate.edu/office/physical-plant/physical-plant-construction-standards.dot>

SIGNATURE SHEET

Item: Janitorial Supplies
Agency: Pittsburg State University
Location: Russ Hall 110

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation: _____

Mailing Address: _____ City & State: _____ Zip: _____

Toll Free Telephone: _____ Cell: _____ Fax: _____

Tax Number: _____

E-Mail: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

Payment Terms: _____ Delivery Date: _____

Please mark the appropriate selection below:

Products offered comply with ALL specifications

Products offered deviate from the specifications as outlined on the Cost Proposal Worksheet

Addenda Acknowledgement: Bidder acknowledges receipt of the following addenda:

Addendum No. _____, _____, _____, _____, _____.

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