

REQUEST FOR QUOTATION

SUBMIT BID TO:

purchaseorders@emporia.edu

EMPORIA STATE UNIVERSITY

Purchasing Office
1 Kellogg Circle
Plumb Hall 103M
Emporia, KS 66801

QUOTATION NO.: _____

DATE SENT: _____

CLOSING 2:00 P.M. CST: _____

DEPT P.R. NO.: _____

THIS IS NOT AN ORDER

Vendor _____
Address _____
City _____ ST _____ Zip _____

FOR ADDITIONAL INFORMATION CONTACT:

Purchasing Office
(620) 341-5137
purchaseorders@emporia.edu

1. In communicating always refer to the above Quotation number.
2. In order to receive consideration for award, one copy of this "Request for Quotation", properly completed and signed, must be returned to and received by the ESU Purchasing Office no later than the specified closing date and time.
3. All prices, terms, and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
4. Purchase orders or contracts resulting from this quotation may not be assigned without prior written approval of the ESU Director of Purchasing.
5. The seller agrees to protect the purchaser from all damage arising out of alleged infringements of patents.
6. Unless otherwise specified, the right is reserved to accept or reject all or any part of this quotation.
7. Prompt payment discounts will not be considered in determining the low bid.
8. Prices quoted shall be less Federal Excise and State Sales taxes.
9. If given an order, Bidder agrees to furnish the items enumerated hereon at the price(s) and under the conditions indicated.
10. 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. Seg.
11. Contractual Provisions Attachment ESU-146a applies to all bids.

Item #	QTY	Unit	Description of Material or Service	Unit Price	Amount

By signing the quotation, the bidder certifies that:

-I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of interest is one that is reasonable person would think would compromise the open, competitive process.

-The merchandise quoted meets or exceeds the specifications and requirements described herein.

FEDERAL EMPLOYER I.D. NO. (FEIN) _____

PAYMENT TERMS: _____ DELIVERY TO BE: _____ DAYS AFTER RECEIPT OF ORDER. DATE: _____

SIGNED BY: _____ PRINT NAME: _____ TITLE: _____

TOLL FREE/PHONE#: _____ FAX#: _____ EMAIL: _____

MARKING & E-MAILING BIDS: Bids are to be returned on ESU's RFQ Purchasing forms (with attachments) via email to purchaseorders@emporia.edu. Please ID your submission with the RFQ number RFQ# **24-001**. ESU will not be responsible for the premature opening of a bid or for the rejection of a bid that was not received prior to the closing date because it was not properly identified with the RFQ number.

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 most current design. All materials, supplies, and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose, and unless otherwise specified, fully assembled and ready for use on delivery.

EVALUATION OF BIDS: Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications (or a like-kind product), terms of delivery and other conditions imposed by this RFQ. In this instance, award will be by total lot due to the nature of the product requested and in the best interest of ESU. Shipping should be indicated by total lot, taking into consideration a "drop ship" to the construction location on the ESU campus.

ACCEPTANCE OR REJECTION: ESU 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 an invoice after shipment and acceptance by ESU, in accordance with the Kansas Prompt Payment Act.

FREIGHT COST INFORMATION:

1. Bids shall be submitted FOB Destination, Freight Prepaid, and Allowed.
2. Shipping cost shall be added as a separate line item.

BID DISCLOSURES: After closing, bid prices shall be made public information. Interested vendors or their representatives may obtain results after contract finalization by obtaining the bid tabulation from ESU Purchasing. Please send:

- Check for \$5.00, payable to Emporia State University
- Self-addressed, stamped envelope
- Request for Quotation number

Should a check be returned to Emporia State University for insufficient funds, the vendor will be suspended from all bidding until such time as the vendor makes good on payment.

COMPETITION: The purpose of this Request is to seek competition. The bidder shall advise Emporia State University if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Emporia State University no later than one (1) business day prior to the event closing date. Purchasing reserves the right to waive any minor deviations in the specifications which do not hinder the intent of this Request.

CRIMINAL OR CIVIL OFFENSE OF AN INDIVIDUAL COMPANY OR ORGANIZATION: Any conviction for a civil offense by the bidder, any past or current managerial employee of bidder, or any person or entity controlling bidder that indicated 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 criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontractor or in the performance of such contract or 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 so 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 directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose any offense may result in disqualification of the bid or termination of the contract.

ACCOUNTS RECEIVABLE SETOFF PROGRAM: During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas Accounts Receivable Setoff Program. Notice of the setoff action will be provided to the vendor. The vendor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its' obligation to the State is reduced by the amount subject to setoff.

KANSAS OPEN RECORDS ACT: Emporia State University is a not-for-profit public institution of higher education and an agency of the State of Kansas. Although bid information is confidential until an award is made, activities of the University, including executed contracts, agreements, licenses, etc., are subject to the provisions of the Kansas Open Records Act.

TAX CLEARANCE

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

Emporia State University strongly supports the State of Kansas Tax Clearance Process. Suppliers submitting bids or proposals which exceed \$5,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. In the event that a current tax certificate is unavailable, the ESU 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 ESU 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 ESU and the State of Kansas.

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 <http://www.ksrevenue.org/taxclearance.html> 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

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.*

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). **You will need to sign back into the KDOR website to view and print the official tax clearance certificate.**

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/busregistration.html> .

The ESU 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.

**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 reform and control. 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

CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism>

CONTRACTUAL PROVISIONS ATTACHMENT

Important: Paragraphs 1-14 of this form contain statutorily mandated 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 ESU-146a, Rev. 12-23), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that partial or full performance of an agreement with these provisions attached constitutes acceptance of these terms as part of the agreement.

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 Emporia 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 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 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.

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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.

INFORMATION TECHNOLOGY RELATED PROVISIONS

15. **Digital Accessibility Provision:** Emporia State University affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities. Contractor shall: (1) deliver all applicable services and products in reasonable compliance with applicable university standards (for example, Web Content Accessibility Guidelines 2.X, Level AA or Section 508 Standards for Electronic and Information Technology as applicable); (2) upon request, provide the university with its accessibility testing results and written documentation verifying accessibility; (3) promptly respond to and resolve accessibility complaints; and (4) indemnify and hold the university harmless in the event of claims arising from inaccessibility.

16. **Information Security Provision:** Contractor agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act ("FERPA"), Gramm-Leach-Bliley Act ("GLBA") and the Health Insurance Portability and Accountability Act ("HIPAA"), together hereinafter the "Acts", and guarantees that all information covered by the Acts and provided to Contractor by the University ("University Information") will be used only in conjunction with the product or service being provided, that it will not be used for any other purpose, or be released by Contractor or copied in any manner for any other use and will be promptly returned or destroyed upon termination of agreement. Contractor shall use commercially reasonable efforts to notify all of its foreseeable agents, employees, subcontractors and assigns who will come into contact with University Information that they shall comply with, and are subject to the confidentiality requirements set forth in the Acts and shall provide each with a written explanation of the Acts' requirements for confidentiality before they are permitted to access the University Information.

Contractor shall meet NIST SP 800.x. Contractor shall provide and maintain a secure environment that ensures confidentiality of all University Information, wherever located. No University Information shall be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by an Agreement and as approved by the University. Contractor agrees to notify the University, within seventy-two (72) hours of any security breach that could result in the unauthorized disclosure of University Information. University Information shall not be retained in any files or otherwise by Contractor or its agents, except as set forth in an Agreement and approved by the University. Disclosure of University Information may be cause for legal action against Contractor or its agents. Defense of any such action shall be the sole responsibility of Contractor.

Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Agreement, within 30 days to return to the Institution or if return is not feasible, destroy and not retain any copies (and furnish the Institution with an appropriate Certificate of Destruction) of any and all Confidential Information that is in its possession.

17. **Ownership of Data:** All data and/or content collected, created, or prepared by the University and provided to Contractor in the performance of its obligations under the Agreement shall be the exclusive property of the University. Contractor shall not use, willingly allow or cause to have such data used for any purpose other than the performance of University's obligations under the Agreement without the prior written consent of the University. This provision shall survive the termination of any agreement.

18. **Data Security and Control:** Contractor attests that it has implemented administrative, physical, and technical safeguards for its data security that at a minimum meet industry best practice. Contractor shall ensure that all such safeguards, including the manner in which data is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Contractor further attests that all University data shall be stored in the United States.

Contractor shall timely notify University of any data breach whether or not it is University data, including a data breach involving any of Contractor third-party service providers that process, store or transmit data.

Contractor will provide assessment, audit, examination, or review of all controls in Contractor's physical and/or technical environment in relation to all data being handled and/or services being provided to University pursuant to this Agreement. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transmits data pursuant to this Agreement.

If at any time, University wants to change or remove data and/or content, University shall notify Contractor. Contractor will use its best efforts to immediately respond to the request and at a minimum change or remove data and/or content.

1. **General Data Privacy Regulation (GDPR):** Emporia State University is subject to the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when the University is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as those terms are defined in the GDPR. Contractor acknowledges and agrees that it is acting as a "processor" of "personal data" for the University under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. Contractor represents and warrants that (1) it is aware of and understands its compliance obligations as a "processor" under GDPR; (2) it has adopted a GDPR compliance policy/program, a copy of which has been provided to the University; (3) it will process "personal data" only in accordance with the University's instructions; and (4) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR to the same extent as required for the University. Additionally, the Contractor shall indemnify and hold the University, its trustees, officers, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, or costs arising from any violation of GDPR by the Contractor.