

REQUEST FOR QUOTE #: 23018 Date Emailed: March 3, 2023

Questions and Site Visit Deadline: Friday,

March 10, 2023, 4:30 p.m.

Closing Date: Tuesday, March 21, 2023, 4:30 p.m.

RETURNED SIGNED QUOTE TO:

Fort Hays State University (FHSU)
Purchasing Office
601 Park Street Sheridan Hall Room 318
Hays, KS 67601

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

Purchasing Office Contact Information:

Telephone: 785-628-4251

Fax: 785-628-4046

Email: purchasing@fhsu.edu

INSTRUCTIONS TO BIDDERS:

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

Item No.	Description of Item(s)	Total Amount
	FHSU seeks bids for Akers Energy Center Generator Raised Walkways: Materials Labor	\$ \$
	TOTAL DELIVERED PRICE (FOB Destination Prepaid & Allowed)	\$

Site visit is required to verify all existing conditions and dimensions. Contact Troy Steiner at 785-628-4437 or tisteiner@fhsu.edu. Site visit must be completed before 4:30 p.m. on Friday, March 10, 2023.

All questions must be submitted to the Purchasing Office in writing to <u>purchasing@fhsu.edu</u> by 4:30 p.m. on Friday, March 10, 2023. An addendum with answers to all questions will be posted March 13 - 15, 2023.

Specifics:

All debris shall be removed from state property daily and disposed of properly.

Staging and parking areas of work vehicles and equipment to be directed by owner.

Contractor shall be responsible for providing and erecting all barricades and warning signs as required for maintaining public safety.

If field conditions required modifications to the design, review all proposed changes with architect before proceeding.

All stair and guardrail/handrail components to have hot-dipped galvanized or power-coated finish as per architect's color selection.

The Work of the Project is defined by the Contract Documents and consists of the following:

- a. Fabrication and installation of new raised walkways, stairs and handrails/guardrails as per the construction documents.
- b. Installation of all walkways, stairs and handrails/guardrails shall be completed by July 31, 2023.

Drawings are attached.

NOTE: Vendors must register through Vendor Registry to access this bid document on FHSU Purchasing website, https://fhsu.edu/purchasing/bids/index.html. Submit your bid response through Vendor Registry.

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

DATE			SIGNED BY								
TERMS			PRINT OR TYPE NA	AME							
DELIVERY WILL BE MADE DAYS A.R.O.			TITLE								
F.O.B. DEST. Fort H	lays State Universit	y, Hays, KS 67601	TELEPHONE #								
F.E.I.N. OR S.S.NNAMEADDRESS			FAX # E-MAIL ADDRESS CHECK IF APPLICABLE								
						CITY	ST	ZIP	Small Business	Woman-Owned	Minority-Owned
						State Credit Card: Prese purchases. State of Kans factor in award of this con	as Law does not all	ow retailers to charge a	a credit fee for using their		

Specifications

GENERAL

A. RELATED DOCUMENTS

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. SUMMARY

- 1. Section includes:
 - a. Project information.
 - b. Work covered by Contract Documents.
 - c. Access to site.
 - d. Coordination with occupants.
 - e. Work restrictions.

C. PROJECT INFORMATION

- 1. Project Identification: Akers Energy Center Generator Raised Walkways.
 - a. Project Location: Fort Hays State University; Akers Energy Center; 411 Lyman Drive; Hays, Kansas 67601.
- 2. Owner/Architect: Fort Hays State University Office of Facilities Planning.
 - a. Owner's Representative: Troy Steiner; Architect; Office of Facilities Planning; Ph. 785.628.4437; email: tjsteiner@fhsu.edu.

D. WORK COVERED BY CONTRACT DOCUMENTS

- 1. The Work of the Project is defined by the Contract Documents and consists of the following:
 - Fabrication and installation of new raised walkways, stairs and handrails/guardrails as per the construction documents.
 - b. Installation of all walkways, stairs and handrails/guardrails shall be completed by July 31, 2023.
- 2. Type of Contract
 - a. Project will be constructed under a single prime contract.

E. ACCESS TO SITE

- 1. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- 2. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - a. Limits: Confine construction operations to specific areas of work.
 - b. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - 1). Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - 2). Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

3. Condition of Existing Site Elements: Maintain portions of existing site elements affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.

F. COORDINATION WITH OCCUPANTS

- 1. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - a. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - b. Notify the Owner not less than 72 hours in advance of activities that will affect Owner's operations.

G. WORK RESTRICTIONS

- 1. Work Restrictions, General: Comply with restrictions on construction operations.
 - a. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- 2. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except as otherwise indicated.
 - a. Weekend Hours: Work hours previously submitted and approved by owner.
- Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless
 permitted under the following conditions and then only after providing temporary utility services according to
 requirements indicated:
 - a. Notify Architect not less than two days in advance of proposed utility interruptions.
- 4. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - a. Notify Architect not less than two days in advance of proposed disruptive operations.
- 5. Tobacco Free Campus: Smoking/vaping and tobacco products are not permitted within the building or on University property.
- 6. Controlled Substances: Use of tobacco products and other controlled substances within the existing building or on University property is not permitted.

END OF SECTION 011000

TERMS AND CONDITIONS

It is the intent of Fort Hays State University (FHSU) to permit competitive bidding. It is the bidder's
responsibility to advise the FHSU Purchasing Office, in writing, no later than three (3) business days
before the bid closing date, if any specification or requirement described herein limits bidding to a single
source.

- 2. Unless otherwise specified, Fort Hays State University reserves the right to accept or reject all or any part of your quotation, and to waive technicalities.
- 3. Offered payment discounts will NOT be considered in determining the low bid. The discount period begins on the date of delivery, or acceptance, or receipt of a correct invoice by the receiving agency, whichever is later.
- 4. Except as otherwise indicated, the merchandise quoted is in new condition.
- 5. Fort Hays State University reserves the right to award purchases by item, by group, or by lot, whichever is deemed to be in the university's best interest.
- 6. In the event of a tie for the low bid, the award will be made to the Kansas bidder.
- 7. Unit price will prevail in the event of extension error(s).
- 8. If awarded a purchase order, the bidder agrees to furnish the item(s) or provide the service(s) enumerated hereon at the price(s) quoted and in accordance with the conditions indicated.
- 9. If a bid indicates that an item quoted is functionally equivalent and it is purchased and found not to be comparable, Fort Hays State University reserves the right to return that item at the bidder's expense, and the bidder will be billed for the difference in cost between this bid and the successful bid.
- 10. If any portion of this bid is provided by a vendor other than the bidder, the bidder remains the prime contractor responsible for fulfilling all requirements of this bid.
- 11. Contracts or purchase orders resulting from this quotation may not be assigned without prior written consent of the FHSU Director of Purchasing.
- 12. The seller agrees to protect Fort Hays State University from all damages arising out of alleged patent infringement.
- 13. Partial payments will not be made, unless otherwise specified.
- 14. Bid results are available by written request with a check payable to Fort Hays State University for five dollars (\$5.00) per request, tax included, with a stamped, self-addressed envelope. Unless otherwise requested, your canceled check will serve as your receipt.
- 15. Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a state contractor must be disclosed. This is to include (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract of subcontract or in the performance of such contract of subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or action in concert with one or more individuals or entities, owns or controls twenty-five percent (25%) or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 16. If any part of this contract (including any required installation) is fulfilled by any other contractor, the successful bidder remains responsible for completing all aspects of the work described herein.
- 17. Vendors who are new to the university should complete a vendor registration form found at: http://www.fhsu.edu/purchasing/Vendor-Registration-Form. A copy of the vendor's W-9 should also be submitted with your bid: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3.

TAX CLEARANCE

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

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

To obtain a Tax Clearance Certificate, you must:

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

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

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. <u>Tax clearance</u> requests may be denied if the request includes incomplete or incorrect information.

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

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

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

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

Information about Tax Registration can be found at the following website: http://www.ksrevenue.org/forms-btreg.html.

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

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

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

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

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

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

Contractor agrees to include this Certification in contracts between itself and any subcontractors in

connection with the services performed under this	contract.	
Signature, Title of Contractor	Date	

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

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 12/19), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

- 1. Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require Fort Hays State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Kansas Law and Venue: All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.
- 5. Required Non-Discrimination Provision: Contractor agrees to comply with all applicable state and federal antidiscrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seg.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seg.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the University cumulatively total \$5,000 or less during the fiscal year.

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

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

- 6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. **Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. **Responsibility For Taxes**: The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance: The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
- 11. **Information/Confidentiality**: As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
- 12. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
- 13. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
- 14. **Privacy of Student Records**: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.
- 15. **Boycotts of Israel Prohibited**: Kansas 2018 HB 2482 generally prohibits the University from entering into a contract with a company to acquire or dispose of services, supplies, information technology or construction, unless such company submits a written certification that such company is not currently engaged in a boycott of Israel. For the purposes of this Section, "company" means an organization, association, corporation, partnership, venture or other entity, its subsidiary or affiliate, that exists for profitmaking purposes or to otherwise secure economic advantage. Accordingly, by executing this contract, Contractor hereby certifies that it is not currently engaged in a boycott of Israel.
- 16. Harassment Policy: Fort Hays State University prohibits sexual harassment, discrimination, and retaliation. The University's applicable policies on sexual harassment, discrimination, and retaliation are available at https://fhsu.edu/policies/documents/harassment-policy/index.pdf and include the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint. Contractor and its employees, officials, agents, or subcontractors shall at all times comply with the University's policies on sexual harassment, discrimination, and retaliation.

