



RFP001672
Request for Proposal (RFP)

RFP Number	001672
Date Issued	October 12, 2022
Pre Bid Meeting	October 21, 2022; 9:00 am local time – Kelce Hall Room 121
Closing Date	November 14, 2022; 2:00 pm local time
Procurement Officer	Sean Burke; 620.235.4167; swburke@pittstate.edu
Item	Fiber Project
Agency & Location	Pittsburg State University (PSU) in Pittsburg Kansas
Scope	Pittsburg State University is seeking proposals for the relocation of fiber and copper networking infrastructure.
Period of Contract	One time award
Bid Submittal	Submit bid by e-mail to swburke@pittstate.edu

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.

Vendor Name:	
Total Proposed Price:	

Project Primary Contact person: Kevin Vanlanduit: 620.235.4171 or kvanlanduit@pittstate.edu
Project Secondary Contact person: Tim Pearson: 620.235.6562 or tpearson@pittstate.edu



RFP001672

Pre-bid Meeting

A pre-bid meeting will be held October 21st, interested bidders are to meet at PSU's Kelce Hall, Room 121 at 9:00 AM. Meeting and site walk around are expected to last approximately 6 hours. Failure to attend this meeting may be grounds for rejection of the Contractor's Bid. Please submit questions to be addressed at the pre bid meeting by email as soon as possible, prior to the meeting.

Specifications

- Single-Mode fiber is to be outdoor rated cable.
- Indoor Fiber Enclosures will be wall mount or rack mount depending on the location, indoor enclosures will be provided by the university.
- Fiber terminations will be fusion spliced to provided indoor enclosures.
- 25 pair cooper cable is to be outdoor rated.
- Outdoor Cable Enclosures (pull boxes) should be no smaller than 42"L X 30"W X 24"D.
- Conduit size will be contractor recommended by number of cables and size of cables.
- Building wall penetrations will be sealed to preventive water from entering the building.
- Inner duct shall be used within the buildings where ever possible the prevent damage to fiber cables.

Measurements

**** Estimated amounts only. Interested bidders are responsible for measuring and determining the amount of fiber/copper needed to provide the connections provided in the scope of work.****

- Kelce IT room to Box #1 (160')
- Box #1 to Box #2 (320')
- Box #2 to Porter IT room (90')
- Box #2 to Russ IT room 400'
- Russ IT room to Overman Student Center IT room (copper run) (500')
- Box #2 to Box #3 (465')
- Box #3 to McCray IT room (350')
- Box #3 to existing pull box north of Health Center (180')
- Existing Health Center pull box to Health Center IT room (280')
- Box #3 to Box #4 (210')
- Box #4 to Box #5 (425')
- Box #5 to Physical Plant IT room (50')
- Box #4 to Willard IT room (150')
- Box #4 to Dellinger IT room (500')
- Box #4 to Nation IT room (500')
- Whitesitt to Axe (using existing tunnel) (1500')
- Box #1 to Axe (via Williams Street) (1500')



RFP001672

Scope of Work

The scope of work covered by this specification consists of furnishing all labor, equipment, material and proper disposal of materials removed for this project herein unless otherwise noted.

- Place new pull box (#1) on the east side of Kelce Hall
- Penetrate east wall of Kelce from pull box #1 with (2) new conduits (1 ¼")
- Bore in (2) new conduits (1 ¼") and place necessary pull boxes from Kelce Hall (pull box #1) to Axe Library via Williams St. (existing pull box on north side of Axe)
- Bore in (2) new conduits (1 ¼") from Kelce Hall (pull box #1) to a new pull box (#2) on the west side of Porter Hall
- Bore in (2) new conduits (1 ¼") from pull box #2 to Porter Hall wall penetration
- Bore in (2) new conduits (1 ¼") from pull box #2 to new pull box (#3) on the west side of McCray Hall
- Bore in (2) new conduits (1 ¼") from pull box #3 to McCray Hall wall penetration
- Bore in (2) new conduits (1 ¼") from pull box #3 to existing pull box north of the Bryant Health Center
- Bore in (2) new conduits (1 ¼") from pull box #3 to new pull box (#4) on the Northwest corner of Willard Hall
- Bore in (2) new conduits (1 ¼") from pull box #4 to Willard Hall wall penetration
- Bore in (2) new conduits (1 ¼") from pull box #4 to a new pull box (#5) on the north side of Physical Plant
- Bore in (2) new conduits (1 ¼") from pull box #5 to Physical Plant wall penetration
- Bore in (2) new conduits (1 ¼") from east side of Russ Hall straight east to tunnel for 25 pair copper

Install, Terminate, and Test Single-Mode Fiber – Install 25 pair copper

- 96 SM Fiber from Kelce Hall to Axe Library (24 fiber in IT room, 72 fiber in Server room)
- 12 SM Fiber from Kelce Hall to Porter Hall
- 24 SM Fiber from Kelce Hall to Russ Hall
- 12 SM Fiber from Kelce Hall to McCray Hall
- 12 SM Fiber from Kelce Hall to Bryant Health Center
- 12 SM Fiber from Kelce Hall to Willard Hall
- 12 SM Fiber from Kelce Hall to Dellinger Hall
- 12 SM Fiber from Kelce Hall to Nation Hall
- 24 SM Fiber from Kelce Hall to Physical Plant
- 48 SM Fiber + Innerduct from Whitesitt Hall (northeast corner) to Axe Library IT room using the existing tunnel path.
- 25 pair copper cable from Russ Hall to Student Center



RFP001672

Project Start/Completion Dates:

- Portions of project not disrupting normal campus operations may start immediately upon award/paperwork completion.
- Excavation and disruptive repair work may not begin until December 19th, 2022.
- All work is to be completed by April 19th, 2023.

** Addenda will be distributed by email and made available at PSU [Bid](http://pittstate.edu/office/purchasing/index.html) website (pittstate.edu/office/purchasing/index.html) for download. It is the vendor's responsibility to stay updated on all specifications and requirements of the project.

** Pre Bid meeting Question & Answer notes will be treated as an addendum and will be distributed as described above.

** Estimates of equipment/material/labor availability must be included with proposal.

** No public bid opening.

Please direct technical questions to: **Kevin Vanlanduit: 620.235.4171 or kvanlanduit@pittstate.edu.**
Please direct bid process questions to: **Sean Burke: 620.235.4167 or swburke@pittstate.edu.**



RFP001672

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

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 www.irs.gov/pub/irs-pdf/fw9.pdf

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

PROOF OF INSURANCE

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to University Procurement.

PUBLIC WORKS BOND: The Contractor shall file with the Director of Purchasing a Public Works Bond as required by K.S.A. 60-1111 in an amount equal to one hundred percent (100%) of price bid and shall be filed with the Clerk of the District Court in the County where the project is being constructed.

The guaranty shall be returned to the Contractor upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages. A Public Works Bond is not required for Projects with a contract price below \$100,000.00.

MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified. The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or University Procurement said issue is due to imperfection in material, design, workmanship or Contractor fault.

DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

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.



RFP001672

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:** _____

CONTRACTUAL PROVISIONS ATTACHMENT

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

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.