



### Request for Proposal

<b>RFQ Number</b>	001739
<b>Date Issued</b>	1/25/2024
<b>Closing Date</b>	<b>02/01/2024; 2:00pm local time</b>
<b>Procurement Officer</b>	Sean Burke; 620.235.4167; <a href="mailto:swburke@pittstate.edu">swburke@pittstate.edu</a>
<b>Item</b>	Campus Snow Removal Services
<b>Agency &amp; Location</b>	Pittsburg State University (PSU) in Pittsburg Kansas
<b>Scope</b>	Pittsburg State University is seeking quotes to provide snow removal services per the specifications of this RFP.
<b>Bid Submittal</b>	Submit bid by e-mail to <a href="mailto:swburke@pittstate.edu">swburke@pittstate.edu</a>

1. When communicating, always refer to the 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.

<b>Vendor Name:</b>	
<b>Contact Person:</b>	<b>Email &amp; Phone:</b>

Please contact Tim Senecaut [tsenecaut@pittstate.edu](mailto:tsenecaut@pittstate.edu) with any questions regarding the specifications.

Please contact Sean Burke at [swburke@pittstate.edu](mailto:swburke@pittstate.edu) with any questions regarding the bid process.

## SPECIFICATIONS

The contractor shall furnish the equipment indicated and to provide operators, fuel, maintenance and all other incidental expenses necessary to remove snow from or pile snow at the hourly rates bid. The hourly rate includes equipment and operator/driver.

PSU will do some snow removal as applicable. The vendor will not be using PSU equipment.

Award will be made on the basis of the low hourly rate, taking into consideration the equipment available, condition of said equipment and its capabilities. Pittsburg State University reserves the right to inspect the equipment and to make an award in the best interest of Pittsburg State University. The contract award will be made in the best interest of PSU, and may be a multiple award if in PSU's best interest.

All bids must include the following:

Page 3 – Time estimate for clearing each Parking Lot

Page 4 – Time estimate for clearing each Street and Alley

Page 5 – Bid Form

**Snow removal shall start and end at the direction and discretion of Tim Senecaut or his designee. Clearing priorities may change with each snowfall.**

**Pre-bid Inspection:** No pre-bid conference will be held, however, all interested contractors are to meet with Tim Senecaut 620-235-4776 for a work site inspection. To limit the number of inspections, please call 24 hours in advance. Multiple contractors may be scheduled for each inspection.

**Locations:** This request shall be for Parking Lots, Streets and Alleys per the attached pages.

**Availability:** The contractor must provide Pittsburg State University representatives(s) a list of telephone numbers of the contractor. Furthermore, contractor must provide a listing of emergency phone numbers so that a representative of their firm can be available 24 hours per day and 7 days per week.

**Response Time:** The contractor's personnel and equipment indicated must be on-site and ready to proceed with work within (3) hours of snow removal request.

**Inspection after Award:** The successful contractor must meet with Tim Senecaut or his designee for familiarization of parking lot design, so University tangible and real property will not be damaged.

**Staff Qualifications:** The awarded bidder will provide assurances that drivers of heavy equipment meet requirements of Commercial Driver License regulations in accordance with 49 C.F.R., Part 382; 49 C.F.R., Part 40; K.A.R. 1-9-25; and K.A.R. 1-9-26.

**Pittsburg State University**  
**Parking Lots – Time Estimate Form**

Assuming a 4" snowfall, insert a time estimate to clear each Parking Lot below. Clarification to help determine time estimates will be discussed at the Pre-bid Inspection. Some Parking Lots may only require plowing, and others may require removing snow from site. Numbering below is not by order of importance.

**Time estimate to  
clear 4" snow**

**Parking Lots:**

- |     |       |  |
|-----|-------|--|
| 1.  | _____ | Gold/Horace Mann lots, located southwest of the intersection of Elm Street and Williams Ave. and east of Horace Mann.  |
| 2.  | _____ | Beitzinger Lot, located to the southeast of the intersection of Elm Street and Carlton Ave.  |
| 3.  | _____ | Grubbs Lot, located southwest of the intersection of Joplin Avenue and Williams Ave. north of Grubbs Hall. (No salt, sand or ice melt can be put on this lot.) |
| 4.  | _____ | Shirk Hall Lot, located on Joplin Ave., north of Shirk Hall.   |
| 5.  | _____ | Brown Lot, located south of McPherson Drive behind Axe Library.  |
| 6.  | _____ | McPherson Lot, located south of McPherson Drive, north of McPherson Hall.  |
| 7.  | _____ | Weede Lots, located southwest of the intersection of McPherson Drive and Homer Street, north and east of Weede Building.                                       |
| 8.  | _____ | Plaster Center parking lot, south side of Plaster Center.  |
| 9.  | _____ | Lindburg Lot, east of the Physical Plant. (No salt, sand or ice melt can be put on this lot.)  |
| 10. | _____ | Alumni Center Lot, located on Ford Ave., east of the Wilkinson Alumni Center.  |
| 11. | _____ | Bicknell Center Lot, located on Homer Street, North of Bicknell Center.  |
| 12. | _____ | Kansas Technology Lot, located northwest of the Intersection of Rouse Ave. and Ford Street, N, S, E and W of Kansas Technology Center.                         |
| 13. | _____ | Student Recreation Lot, north and west of Student Recreation Center.   |
| 14. | _____ | Softball lot, located on Rouse Avenue, west of softball field #1.  |
| 15. | _____ | Tyler Lot, north and west of Tyler Research Center.  |

**Pittsburg State University**  
**Streets and Alleys – Time Estimate Form**

Assuming a 4" snowfall, insert a time estimate to clear each Street and Alley below. Clarification to help determine time estimates will be discussed at the Pre-bid Inspection. Some Streets and Alleys may only require plowing, and others may require removal of snow from site. Numbering below is not by order of importance.

**Time estimate to  
clear 4" snow**

**Streets and Alleys:**

1. \_\_\_\_\_ Joplin Street, from McPherson Drive to Ford Ave. (Work to be coordinated with City of Pittsburg)
  
2. \_\_\_\_\_ Lindburg Ave east end, from Joplin Ave. west to Elm Street.
  
3. \_\_\_\_\_ Lindburg Ave west end, from Locust Street to Broadway.
  
4. \_\_\_\_\_ Elm Street, from Lindburg Street to Ford Street.
  
5. \_\_\_\_\_ Locust Street south, from Lindburg Street to Ford Street.
  
6. \_\_\_\_\_ Physical Plant/Housing alley and drives, south of Physical Plant.
  
7. \_\_\_\_\_ Housing Drive west of Dellinger Hall.
  
8. \_\_\_\_\_ Cleveland Street east, from Joplin Ave. to Elm Street.
  
9. \_\_\_\_\_ Cleveland Street west, including circle turn west of Cleveland Plaza to Broadway.
  
10. \_\_\_\_\_ Elm Street north, from Cleveland Ave. to Williams Ave.
  
11. \_\_\_\_\_ Weede access drive, from Ford Street north to parking lot east of Weede.

### Bid Form

Rates Per Hour (below) include equipment and operator/driver for each piece of equipment indicated. You may attach an additional page, if needed.

<u>Equipment Available</u>	<u>Brand, Model, and Size (capacity)</u>	<u>Rate Per Hour</u>
Road Grader	_____	_____
Road Grader	_____	_____
Road Grader	_____	_____
Front-End Loader	_____	_____
Front-End Loader	_____	_____
Front-End Loader	_____	_____
Dump Truck	_____	_____
Dump Truck	_____	_____
Dump Truck	_____	_____
4x4 Pickup truck with snow blade	_____	_____
4x4 Pickup truck with snow blade	_____	_____
4x4 Pickup truck with snow blade	_____	_____
Backhoe	_____	_____
Backhoe	_____	_____
Backhoe	_____	_____
Skid Steer Loader	_____	_____
Skid Steer Loader	_____	_____
Skid Steer Loader	_____	_____
<b>Other snow removal equipment:</b>		
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### 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.