



REQUEST FOR PROPOSAL (RFP)

RFP Number: 001623
Date Issued: July 22, 2022
Questions Deadline: August 2, 2022
Closing Date: August 4, 2022 at 2:00 PM Local Time

Procurement Officer: Sean Burke
Mailing Address: Pittsburg State University
Purchasing Office
1701 S. Broadway, Pittsburg, KS 66762
Telephone: 620-235-4167
E-Mail Address: swburke@pittstate.edu

Item: Refuse collection services

Agency & location: Pittsburg State University (PSU) in Pittsburg, KS

Period of Contract: Contract award through June 30, 2023 (with four (4) optional one (1) year periods).

Guarantee: This Request is for an open-ended contract between the Contractor and PSU to furnish a predetermined quantity of a good or service in a given period of time.

Scope of Work: PSU is issuing this RFP to obtain competitive responses from vendors to provide Refuse Collection Services for PSU, per the attached specifications. Any additional specifications and addenda are available online at: <http://www.pittstate.edu/office/purchasing/bids.dot>

Questions/Addenda: No-prebid conference is scheduled for this RFP.

Questions about the RFP document or requirements must be submitted by email to the attention of the PSU Purchasing Office at swburke@pittstate.edu by August 2, at 2:00 p.m.

Questions about containers, quantity, service schedule, etc. should be directed to Tonya Pentola and Jeff Burns. Tonya – tpentola@pittstate.edu or 620-235-4780; Jeff – jgburns@pittstate.edu or 620-235-4755 by August 2, at 2:00 p.m.

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

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

Answers to questions will be available in the form of an addendum on the PSU Purchasing website: <https://www.pittstate.edu/office/purchasing/index.html> then select “Bids”. It shall be the responsibility of all participating vendors to acquire any and all addenda and additional information as it is made available from the website cited above. Vendors are required to check the website on a regular basis for any additional information, addenda, or instructions.

Failure to abide by all of the conditions of this Request for Proposal (RFP) may result in the rejection of a bid. Inquiries about this RFP should indicate the RFP number and be directed to the Pittsburg State University Purchasing Office.

READ THIS REQUEST CAREFULLY

Failure to abide by **all** of the conditions of this Request may result in the rejection of a bid.

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SIGNATURE SHEET

Item: Refuse Collection Services
Agency: Pittsburg State University
Location: Russ Hall 110
Closing Date: August 4, 2022 at 2:00 PM Local Time

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

Legal Name of Person, Firm or Corporation _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

Tax Number _____

E-Mail _____

Signature _____ Date _____

Typed Name _____ Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

If awarded, contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

Pittsburg State University may use the Business Procurement Card for contract purchases. Yes ____ No ____
(Refusal will not be a determining factor in award of this contract.)

If paid by procurement card, would a processing fee be charged? Yes ____ No ____
(The answer to this question will not be a determining factor in award of this contract)

TAX CLEARANCE

Pittsburg State University strongly supports the State of Kansas Tax Clearance Process. Vendors 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. 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 <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

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

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.

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), whether submitted physically or electronically.

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 PSU 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.

In the event that a current tax certificate is unavailable, the PSU 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 PSU 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 PSU 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

REFERENCES

Provide four (4) references. References shall have purchased similar items/services from the vendor in the last year. Vendor employees and PSU shall not be shown as references.

1. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

2. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

3. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

4. NAME: _____
COMPANY: _____
ADDRESS: _____
TELEPHONE: _____
EMAIL: _____

VENDOR RESPONSE CHECK-LIST

The following items are provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Vendors are instructed to utilize this list, **including Addenda Acknowledgement, and include it with their bid submission**. In order to ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated.

One (1) original and three (3) copies of the technical and cost proposals, if submitting physical copies, or a single electronic copy, including other supporting documents:

- _____ Signature Sheet (Page 3)
- _____ Copy of the Tax Clearance Certificate received from the Kansas Department of Revenue. (Page 4)
- _____ Signed Certification Regarding Immigration Reform & Control Form (Page 5)
- _____ References (Page 6)
- _____ Proposal (Page 21)
- _____ W-9 (form can be found at <http://www.irs.gov/>)

Addenda Acknowledgement: Bidder acknowledges receipt of the following addenda:

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

Signature acknowledging receipt of addenda Date

Questions/Addenda: Questions and requests for clarification of the RFP must be submitted by email to the attention of the PSU Purchasing Office at swburke@pittstate.edu by August 2nd, at 2:00 p.m. Each question or clarification should reference the appropriate RFP section.

Vendor’s bid response: must be submitted no later than 2:00 p.m., Central Standard Time, on or before August 4th, 2022. It is PSU’s preference to receive proposals by email to swburke@pittstate.edu.

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

Submit to:
 Pittsburg State University Purchasing Office
 RFP# 001623
 Purchasing Office
 1701 S. Broadway
 Pittsburg, KS 66762

Bid Opening will be at: Pittsburg State University Purchasing Office, Russ Hall 110, 1701 S. Broadway, Pittsburg, KS, 66762, following bid closing.

SECTION 1 - INSTRUCTIONS

- 1. Proposal Reference Number:** The RFP number, indicated in the header of this document, as well as on the first page of this proposal, has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Pittsburg State University Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other Pittsburg State University employee regarding this RFP except with designated Pittsburg State University participants in attendance **ONLY DURING:** Negotiations, Contract Signing, as otherwise specified in this RFP.

Violations of this provision by vendor or Pittsburg State University personnel may result in the rejection of the proposal.

- 2. Negotiated Procurement:** This is a negotiated procurement. Final evaluation and award will be made by a committee composed of individuals from appropriate departments or their designees with the Director of Purchasing as the Chair of the committee.
- 3. Appearance Before Committee:** Any, all or no vendors may be required to appear before the committee to explain the vendor's understanding and approach to the project and/or respond to questions from the committee concerning the proposal; or, the committee may award without conducting negotiations, based on the initial proposal. The committee reserves the right to request information from vendors as needed. If information is requested, the committee is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal to the committee, subject to a specified cut off time for submittal of revisions. Meetings before the committee are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's revised offer.

No additional revisions shall be made after the specified cut-off time unless requested by the committee.

- 4. Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.
- 5. Tax Clearance:** Pittsburg State University strongly supports the State of Kansas Tax Clearance Process. Vendors 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. Failure to provide this information may be cause for rejection of vendor's bid or proposal. Tax Clearances may be obtained at the following website:
<http://www.ksrevenue.org/taxclearance.html>.
- 6. Preparation of Proposal:** The committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The committee reserves the right to reject proposals which contain errors.

All physical copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of vendor's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

7. **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the vendor's tax number.
8. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this RFP by filling out and signing the vendor response check-list page, including the Addenda Acknowledgement, and returning it with their bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only the PSU Purchasing Office shall issue changes to this RFP, which will be in writing.
9. **Modification of Proposals:** A vendor may modify a proposal by letter or by email at any time prior to the closing date and time for receipt of proposals.
10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the PSU Purchasing Office prior to the closing date.
11. **Competition:** The purpose of this RFP is to seek competition. The vendor shall advise the PSU Purchasing Office 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 the PSU Purchasing Office no later than five (5) business days prior to the bid closing date. The PSU Purchasing Office reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
12. **Evaluation of Proposals:** Award shall be made in the best interest of PSU as determined by the committee or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - Cost (vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. PSU reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the committee.)
 - Adequacy and completeness of proposal
 - Vendor's understanding of the project
 - Compliance with the terms and conditions of the RFP
 - Experience in providing like services
 - Qualified staff
 - Methodology to accomplish tasks
 - Response format as required by this RFP
13. **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.
14. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released.

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

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

Pittsburg State University asks that you submit a written request to obtain public records. Please include your

name, contact information, and a specific description of the records you are requesting. Make your request as specific as possible to expedite the process.

Send your request(s) to:

Katie George

Chief of Staff

President's Office

Pittsburg State University

Pittsburg, KS 66762

Fax: 620-235-4080

or Email: openrecords@pittstate.edu

- 15. Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Pittsburg State University. The **Kansas Open Records Act** (K.S.A. 45-205 et. seq.) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties (See: <http://www.pittstate.edu/office/president/policies/kansas-open-records-act-policy.dot>). No proposals shall be disclosed until after a contract award has been issued. PSU reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be retained unopened in the file and not receive consideration or returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary." The PSU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Pittsburg State University does not guarantee protection of any information which is not submitted as required.

- 16. Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the proposal to be entitled: "Exceptions".
- 17. Notice of Award:** An award is made on execution of the written contract by all parties.
- 18. News Releases:** Only Pittsburg State University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

SECTION II - PROPOSAL RESPONSE**1. Submission of Proposals:** Vendor's proposal shall consist of:

- One (1) original and three (3) copies of the Technical and Cost Proposal (if not submitted electronically);
- If submitted by email, documents should be in PDF, Microsoft Word or Excel file formats.
- Completion of vendor response check list;
- Signature sheet;
- Tax Clearance Certificate;
- Certification regarding immigration reform & control;
- References;
- W-9

If vendor chooses, physical copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

Vendor's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

**Pittsburg State University
Attn: Purchasing Office, RFP# 001623
1701 S. Broadway
Pittsburg, KS 66762**

Bid opening will be at: Pittsburg State University Purchasing Office, 1701 S. Broadway, Russ Hall 110, Pittsburg, KS 66762 following bid closing.

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

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

- 2. Proposal Format:** Vendors are instructed to prepare their Technical Proposal following the same sequence as this RFP.
- 3. Transmittal Letter:** All bidders shall respond to the following statements:
- a. the vendor is the prime contractor and identifying all subcontractors;
 - b. the vendor is a corporation or other legal entity;
 - c. no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
 - d. the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
 - e. no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
 - f. the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
 - g. the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
 - h. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or

equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of PSU;

- i. vendor agrees that any lost or reduced state or federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in PSU payments to Contractor; and
 - j. the vendor has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.
4. **Qualifications:** A description of the vendor's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The vendor must be an established firm recognized for its capacity to perform. The vendor must have sufficient personnel to meet the deadlines specified in the RFP.
 5. **Timeline:** A timeline for implementing services must be submitted with the bid.
 6. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.
 7. **Procurement Card (P-Card):** Presently, Pittsburg State University uses a Business Procurement Card (Visa-branded) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. **Please indicate on the Signature Sheet if you will accept the Business Procurement Card for payment.**

SECTION III - TERMS AND CONDITIONS

- 1. Documents:** This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

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

- Form DA-146a (attached);
 - written modifications to the executed contract;
 - written contract signed by all parties
 - this RFP including any and all addenda;
 - any supporting manuals/documents that have been incorporated in this Request; and
 - contractor's written proposal submitted in response to this Request as finalized
- 2. Contract:** The successful vendor will be required to enter into a written contract with PSU. The vendor agrees to accept the provisions of Form DA-146a (Contractual Provisions Attachment) which is incorporated into all contracts with PSU and is attached to this RFP.
 - 3. Contract Formation:** No contract shall be considered to have been entered into by PSU until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.
 - 4. Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Pittsburg State University
Attn: Purchasing Office, RFP# 001623
1701 S. Broadway
Pittsburg, KS 66762

Or by email to swburke@pittstate.edu, and other persons as may be designated by notice from one party to the other.

- 5. Termination for Cause:** Pittsburg State University and/or its Purchasing Office may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - the Contractor fails to make delivery of goods or services as specified in this contract;
 - the Contractor provides substandard quality and/or workmanship;
 - the Contractor fails to perform any of the provisions of this contract, or
 - the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

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

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

- 6. Termination for Convenience:** Pittsburg State University may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of PSU. In the event that PSU elects to terminate this contract pursuant to this provision, it shall provide the

Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

7. **Debarment of University Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A 75-37,104.
8. **Rights and Remedies:** If this contract is terminated, PSU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to PSU in the manner and to the extent directed, any completed materials. PSU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by PSU subject to any offset by PSU for actual damages including loss of state or federal matching funds.

The rights and remedies of PSU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

9. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.
10. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by PSU shall not constitute a waiver.
11. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

12. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract and/or damages.

13. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. PSU will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
14. **Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the PSU Purchasing Office or other designated PSU office.

- 15. Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the PSU and who are providing services involving this contract or services similar in nature to the scope of this contract to PSU. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any PSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with PSU.
- 16. Confidentiality:** The Contractor may have access to private or confidential data maintained by PSU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. Contractor may be required to agree to additional confidentiality terms and execute related documentation. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by PSU promptly at the request of PSU in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by PSU, will destroy or render it unreadable.
- 17. Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
- 18. Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract for cause.
- 19. Hold Harmless:** The Contractor shall indemnify PSU against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.
- PSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to State property. The Contractor shall do nothing to prejudice PSU's right to recover against third parties for any loss, destruction or damage to State property.
- 20. Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor will reimburse PSU for such property's loss or damage caused by Contractor, normal wear and tear excepted.
- 21. Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any PSU employee at any time.
- 22. Retention of Records:** Unless PSU specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.
- Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of PSU; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be within five (5) business days at no cost to PSU.

- 23. Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to PSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and PSU relating to the particular products or services purchased or acquired by PSU pursuant to this contract.
- 24. Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the University. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
- 25. Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of PSU.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of PSU.
- 26. Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
- 27. Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
- 28. Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
- 29. Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Emporia, Lyon County, Kansas, unless otherwise specified and agreed upon by PSU.
- 30. Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Crawford County, unless otherwise specified and agreed upon by PSU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.
- 31. Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a), which is attached, are incorporated by reference and made a part of this contract.
- 32. Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
- 33. Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract 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 prPSUmed to have control of a company or organization if the individual or entity 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 an offense may result in disqualification of the bid or termination of the contract.

- 34. Injunctions:** Should PSU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of PSU, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
- 35. Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.
- 36. 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 Pittsburg State University said issue is due to imperfection in material, design, workmanship or contractor fault.

- 37. Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
- 38. Federal, State and Local Taxes:** Unless otherwise specified, the RFP price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. **PSU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.** Upon request, PSU shall provide to the Contractor a certificate of tax exemption.

PSU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

- 39. Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor 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. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor 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 Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

- 40. Immigration and Reform Control Act of 1986 (IRCA):** 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-contractors. 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 such 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 PSU's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce to PSU any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like under the contract.

- 41. Worker Misclassification:** The contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.
- 42. HIPAA Confidentiality:** Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), PSU is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that PSU could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to PSU to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

- 43. On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to PSU any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a bid shall be construed as evidence that the vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the vendor's bid.
- 44. Experience:** Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.
- 45. Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to PSU. Failure to provide available price reductions may result in termination of the contract for cause.
- 46. Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Pittsburg State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Pittsburg State University receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and Pittsburg State University. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

- 47. Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to PSU's receiving dock or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 48. Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify Pittsburg State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the PSU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

In the event delivery minimums apply, bidders shall submit that information with their bid response.

- 49. Charge Back Clause:** If the contractor fails to deliver the product within the delivery time established by the contract, PSU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.
- 50. Demonstration Requirements:** A demonstration of the selected devices/equipment/solution for PSU may be required before final contract approval. PSU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to PSU within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.
- 51. Implied Requirements:** All products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the vendor's response.
- 52. Warranty:** Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. PSU requires a "standard" one (1) year warranty unless otherwise indicated. This warranty shall be included in the cost of the equipment.
- The Contractor will be the sole point of contact on any problems with the equipment or systems during the warranty period.
- The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the PSU Purchasing Office said defect is due to imperfection in material, design, or workmanship for the warranty period specified.
- 53. Acceptance:** No contract provision or use of items by PSU shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
- 54. Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by PSU. The Contractor may not release any materials without the written approval of PSU.
- 55. Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by PSU.
- 56. Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to PSU.
- 57. Alternate Proposals/Equivalent Items:** Bids on goods and services comparable to those specified herein are invited. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to Pittsburg State University and if not destroyed in the evaluation process, shall be returned at vendor's expense, if requested.
- Pittsburg State University reserves the right to determine and approve or deny "equivalency" in comparison of alternate bids.

- 58. Graphic Identity Standards and Use of University Marks:** Compliance with PSU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.
- 59. Inspection:** PSU reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.
- 60. New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of 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.
- 61. Vendor Contracts:** Vendor must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the vendor would propose to incorporate into the contract generated from this RFP. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)
- 62. Contract Price:** Contracts are awarded to take advantage of volume discount pricing for goods and services that have a recurring demand. However, if PSU locates a vendor that can provide the identical item at a lower price, a waiver to “buy off contract” may be granted by PSU’s Director of Purchasing.
- 63. Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to PSU to allow for a functional transition to another vendor.
- 64. Award:** Award will be by line item or group total, whichever is in the best interest of PSU.
- 65. Acceptance:** Acceptance of Bid and Agreement is formalized upon execution of a contract and issuance of an PSU purchase order, which incorporates all terms of this RFP, and corresponding execution of PSU marks licensing agreement by the parties.

IV. SPECIFICATIONS

SPECIFIC PROVISIONS FOR REFUSE COLLECTION

- The service provided by this contract consists of furnishing labor, equipment, materials and performing all operations necessary to collect refuse from buildings herein described at locations in the areas designated by Pittsburg State University. Saturday pick-up may be required. Refuse as referred to in this contract shall consist of any waste materials, discarded light bulbs, food wastes, plastic, etc., or any other material which can be placed in containers.
- All refuse shall be picked up and deposited in a watertight compactor truck. Contractor shall insure trucks and/or packers do not lose oil, grease, hydraulic fluids, or other fluids at pick-up sites. **Front load trucks are preferred**, however, we will accept quotes for rear load as well. If both options are possible, please provide separate pricing for front and rear load.
- Pick-ups will be mutually agreed upon by the University and contractor. Pick-ups will not be required when, due to a holiday, the University is closed and no accumulation results. Any changes in service must be approved by the University. A current pick-up schedule is attached.
- Due care **must** be exercised to prevent scattering of waste on grounds and **pick-up areas must always be kept clean**. No loose papers or other material shall be left around the pick-up site or allowed to blow while dumping operation is in progress. Areas in close proximity (approximately 10' x 10') to the pick-up site shall be deemed the contractor's responsibility. The contractor shall insure lids on containers are closed after pick-ups.
- There will be periods of unusual accumulation and special accommodations will be necessary due to unforeseen circumstances. The contractor must expect to deal with these conditions to maintain the campus in a neat, clean condition. In the event of continuing exceptional conditions, the contractor must report to the University for a correction of conditions.
- Landfill charges are a part of this contract and are to be included in the vendor's bid. The University will not be responsible for paying any extra landfill charges in conjunction with this contract.
- Contractor must own sufficient equipment to provide full service under this contract without interruption. Contractor is to provide a list of equipment that indicates quantity, size, year, model and condition of trucks. Contractor is to also provide a list of any comparable accounts that are currently being served.
- Contractor must insure all containers are secured (locked) when not being dumped to prevent vandalism, theft, and movement. PSU reserves the right to request containers be removed, replaced, or modified to fit the needs of the University.
- Contractor will be required to make pick-up's at dormitory buildings between the hours of **9:00am** and **9:00pm**.
- Contractor is required to provide separate service bills for the Physical Plant, Alumni Center, Student Center, Housing, Student Health Center, etc. Contractor may also be required to provide separate bills for other PSU entities.
- Contractor is required to attend scheduled conferences (calls or in person meetings) with PSU representatives to discuss conditions of service. An annual conference is the desired minimum with additional conferences on an as needed basis.

PRICING

Price per frequency

| <u>Container size</u> | <u>1 day/wk</u> | <u>2 days/wk</u> | <u>3 days/wk</u> | <u>4 days/wk</u> | <u>5 days/wk</u> |
|------------------------------|------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Polycart | _____ | _____ | _____ | _____ | _____ |
| 1 cubic yard | _____ | _____ | _____ | _____ | _____ |
| 2 cubic yards | _____ | _____ | _____ | _____ | _____ |
| 3 cubic yards | _____ | _____ | _____ | _____ | _____ |
| 4 cubic yards | _____ | _____ | _____ | _____ | _____ |
| 6 cubic yards | _____ | _____ | _____ | _____ | _____ |
| 8 cubic yards | _____ | _____ | _____ | _____ | _____ |

Roll off containers

Price per pull

| <u>Container size</u> | <u>Amount</u> |
|------------------------------|----------------------|
| <u>10 cubic yards</u> | _____ |
| <u>20 cubic yards</u> | _____ |
| <u>30 cubic yards</u> | _____ |
| <u>40 cubic yards</u> | _____ |

CONTAINER LIST AND LOG SHEET

The container list and log sheet provided on the next two pages are meant as a point of reference only. The container list is being provided so potential bidders know the Universities approximate current pick up schedule. Changes will be made to this list and the schedule of pick-ups on campus. Vendors are encouraged to provide proposals that help the University reach its goal of waste reduction. The log sheet will need to be completed by the contractor. The frequency of completion of the log sheet is yet to be determined and will be discussed during the negotiation of the contract.

| | |
|------------|------------------|
| KEY | Scheduled Pickup |
| | Not Scheduled |

| Location | Container Size | Mon | Tue | Wed | Thur | Fri |
|---------------------------|----------------|-----|-----|-----|------|-----|
| Hartman Hall (East Side) | 3 Yard | | | | | |
| Heckert-Wells Hall | 3 Yard | | | | | |
| Heckert-Wells Hall | 3 Yard | | | | | |
| Student Food Service | 3 Yard | | | | | |
| Student Book Store Center | 3 Yard | | | | | |
| Horace Mann | 4 Yard | | | | | |
| Grubbs Hall | 3 Yard | | | | | |
| Axe Library | 8 Yard | | | | | |
| East Shelter House | 4 Yard | | | | | |
| West Shelter House | 4 Yard | | | | | |
| McPherson Nursing | 3 Yard | | | | | |
| Greenhouse / Landscape | 6 Yard | | | | | |
| Weede Gym | 3 Yard | | | | | |
| Weede Gym | 3 Yard | | | | | |
| Weede Plaster | 6 Yard | | | | | |
| Weede Plaster | 3 Yard | | | | | |
| Performing Arts Center | 6 Yard | | | | | |
| Kelce Center | 3 Yard | | | | | |
| Hughes Hall | 3 Yard | | | | | |
| Russ Hall | 3 Yard | | | | | |
| Willard Hall | 3 Yard | | | | | |
| Willard Hall | 3 Yard | | | | | |
| Gibson | 3 Yard | | | | | |
| Gibson | 3 Yard | | | | | |
| Alumni Center | 3 Yard | | | | | |
| Hartman Hall (south side) | 3 Yard | | | | | |
| Physical Plant | 4 Yard | | | | | |
| McCray Hall | 3 Yard | | | | | |
| Brandenburg Stadium | 4 Yard | | | | | |
| Brandenburg Stadium | 4 Yard | | | | | |
| Brandenburg Stadium | 4 Yard | | | | | |

| Location | Container Size | Mon | Tue | Wed | Thur | Fri |
|--|----------------|-----|-----|-----|------|-----|
| Student Health Services | 3 Yard | | | | | |
| Nation & Dellinger Hall | 3 Yard | | | | | |
| Nation & Dellinger Hall | 3 Yard | | | | | |
| Nation & Dellinger Hall | 3 Yard | | | | | |
| Bowen Hall | 4 Yard | | | | | |
| Trout Hall | 6 Yard | | | | | |
| Tanner Hall - Annex | 4 Yard | | | | | |
| Tanner Hall | 6 Yard | | | | | |
| Shirk Annex | 4 Yard | | | | | |
| Crimson Commons | 6 Yard | | | | | |
| Crimson Commons | 6 Yard | | | | | |
| Tech Center - Tue/Thur doors left open | 4 Yard | | | | | |
| South Wood Tech | 3 Yard | | | | | |
| East Wood Tech | 4 Yard | | | | | |
| East Wood Tech | 4 Yard | | | | | |
| Dust Collector Wood | 2 Yard | | | | | |
| Dust Collector Wood | 2 Yard | | | | | |
| Dust Collector Wood | 2 Yard | | | | | |
| North Side | 4 Yard | | | | | |
| West Side-Horse Shoe | 3 Yard | | | | | |
| West Side-Horse Shoe | 3 Yard | | | | | |
| Student Rec Center | 3 Yard | | | | | |
| Student Rec Center | 3 Yard | | | | | |
| Soft Ball Building | 3 Yard | | | | | |
| Baseball Field | 4 Yard | | | | | |
| Baseball Field | 4 Yard | | | | | |
| Tyler Research Center | 3 Yard | | | | | |
| Crimson Village (Ford) | 2 Yard | | | | | |
| Crimson Village (Tucker) | 2 Yard | | | | | |
| Crimson Village (Tucker) | 2 Yard | | | | | |
| Block 22 West Side | 3 Yard | | | | | |
| Block 22 West Side | 3 Yard | | | | | |
| Block 22 West Side | 3 Yard | | | | | |
| Block 22 East Side | 3 Yard | | | | | |
| Block 22 East Side | 3 Yard | | | | | |
| University Farm | 2 Yard | | | | | |

| PITTSBURG STATE UNIVERSITY USAGE SHEET FOR: | | | () | | | |
|---|----------------|------|-------|------|--------|------|
| SITE LOCATION | CONTAINER SIZE | MON. | TUES. | WED. | THURS. | FRI. |
| Hartman Hall (East Side) | 3 Yard | | | | | |
| Heckert-Wells Hall | 3 Yard | | | | | |
| Heckert-Wells Hall | 3 Yard | | | | | |
| SODEXO | | | | | | |
| | 3 Yard | | | | | |
| Student Food Service | | | | | | |
| Student Book Store Center | 3 Yard | | | | | |
| | | | | | | |
| Horace Mann | 4 Yard | | | | | |
| Grubbs Hall | 3 Yard | | | | | |
| Axe Library | 8 Yard | | | | | |
| East Shelter House | 4 Yard | | | | | |
| West Shelter House | 4 Yard | | | | | |
| McPherson Nursing | 3 Yard | | | | | |
| Greenhouse / Landscape | Yard | | | | | |
| Weede Gym | 3 Yard | | | | | |
| Weede Gym | 3 Yard | | | | | |
| Weede - Plaster | 3 Yard | | | | | |
| Weede - Plaster | 3 Yard | | | | | |
| Weede - Plaster | 3 Yard | | | | | |
| Performing Arts Center | 6 Yard | | | | | |
| Kelce Center | 3 Yard | | | | | |
| Hughes Hall | 3 Yard | | | | | |
| Russ Hall | 3 Yard | | | | | |

DRAFT

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. 06-12), 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:** If sufficient funds are not available 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 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 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 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, 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) if it is determined that the contractor has violated applicable provisions of ADA, 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those 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 contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
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.