



Request for Proposal

RFQ Number	001736
Date Issued	12/19/2023
Closing Date	01/04/2024; 2:00pm local time
Procurement Officer	Sean Burke; 620.235.4167; swburke@pittstate.edu
Item	Plaster Center Sound Reinforcement System
Agency & Location	Pittsburg State University (PSU) in Pittsburg Kansas
Scope	Pittsburg State University is seeking proposals to furnish and install all labor and materials required to have complete and functioning systems, together with all associated equipment and apparatus as shown on the plans and in accordance with all specifications.
Bid Submittal	Submit bid by e-mail to swburke@pittstate.edu

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.

Vendor Name:	
Demolition:	
Installation:	
Materials:	
Additional Charges: ()	
Total Bid Amount:	

***It is acceptable to only list the Total Bid Amount on this sheet and include a breakout of pricing in the proposal submission.**

Please contact Tom Amershek at tamershek@pittstate.edu or Lindell Haverstic at lhaverstic@pittstate.edu with any questions regarding the specifications.

Please contact Sean Burke at swburke@pittstate.edu with any questions regarding the bid process.

A. Summary of Scope:

	Description
	(SUMMARY ONLY – REFER TO PLANS/DRAWINGS FOR COMPLETE DETAILS)
<u>Sound Reinforcement System Upgrade</u>	<p>The Systems Contractor is expected to furnish the highest-quality materials, equipment, and workmanship. The work shall be in accordance with all specifications and in conformity with the designs, layouts, and descriptions shown on the drawings.</p> <p>The Systems Contractor shall cooperate with all other contractors engaged in this project and shall coordinate the installation of the sound reinforcement systems so that all work will proceed in a manner which is in the best interests of the Owner.</p>
<u>Electrical</u>	<p>Unless noted otherwise on the drawings, the work shall include everything necessary or incidental to complete the installation EXCEPT wire raceway, conduit, cable trays, fittings, outlet boxes, pull boxes, terminal cabinets, 120-volt AC power circuits, and insulated ground cables. Such excluded equipment shall be furnished and installed by the project Electrical Contractor serving as a subcontractor to the Systems Contractor.</p> <p>The Systems Contractor shall furnish all necessary information to the Electrical Contractor to ensure that a proper audio conduit system will be installed.</p>
<u>Sound System</u>	<p>Headend DSP upgrade to the existing system. Amplifiers and loudspeakers will remain, but all amplifiers remounted in a new rack and 4 need to be replaced. Amp/loudspeaker system is Vue Audiotechnik. Reference the SRS drawings and specifications for the project scope of work.</p>
<u>Products</u>	<p>It is the intention of these specifications to provide a complete and properly operating sound reinforcement system. The major items of equipment shall be furnished in the quantity indicated by the sound reinforcement system diagrams on the drawings or in the quantity as specified herein. (Refer to the Portable Equipment Quantity list at the end of the specifications.) However, any minor item of equipment or hardware that may not be specifically shown on the drawings or specified herein but required for proper sound reinforcement system operation or installation shall be furnished by the Systems Contractor.</p> <p>SRS specifications include an allowance section to cover additional items which might require replacement if found to be inoperable.</p>
<u>Execution</u>	<p>Installation and connection of sound reinforcement system equipment, materials, cable, and cable fittings shall be performed only by experienced sound reinforcement system installers. Each installer shall have access to a complete copy of the specifications at the job site.</p> <p>All materials and equipment are to be installed in accordance with all applicable standards of the National Electrical Code, the Electrical Code of the governing local municipality, all other applicable local codes, and all safety codes and ordinances.</p>

Detailed plan drawings available to download as Attachment A1 & Attachment A2.

Detailed project specifications available to download as Attachment B.

Note: Include audio and contact closure inputs at the New Digital Audio Processor for override trigger and possible audio insertion from the existing fire alarm system.

B. Proposal Requirements:

I. Proposal Requirements

- a. Proposal must itemize cost for demolition, installation, and materials.
- b. Proposal must include estimated shipping & delivery timeframes.
- c. Proposal must include all fees that will be invoiced to PSU.
- d. Proposals must be received by PSU before the deadline specified in this RFP. Failure to submit quotes to PSU on time will result in disqualification.
- e. Submissions are required by email to Sean Burke – swburke@pittstate.edu, preferably in PDF format.

C. Terms and Conditions

* Terms and conditions are available after DA-146a.

D. Provisions Signature

Tax Clearance Certification: Bid submittals of \$25,000 or more shall include a copy of a Tax Clearance Certification. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR): <http://www.ksrevenue.org/taxclearance.html>

W9 Form: Vendors who are new to PSU should submit a copy of their W9 with bid response. The form can be downloaded at www.irs.gov/pub/irs-pdf/fw9.pdf

DA-146a Contractual Provisions: The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment which is incorporated into all contracts with the State <http://www.da.ks.gov/purch/DA-146a.pdf>

NEW MATERIALS, SUPPLIES, OR EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, and unused in any regard. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

ACCEPTANCE OR REJECTION: PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.

PAYMENT: Payment will be made upon receipt of shipment by PSU.

FREIGHT COST INFORMATION: FOB Destination, Freight Prepaid, and Allowed.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Legal Name of Person, Firm or Corporation:
 Payment Terms:
 Telephone Number:
 E-mail Address:
 Signature: _____
 Date: _____

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

Terms and Conditions

I. Terms and Conditions

- a. **Acceptance or rejection:** PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.
- b. The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.
- c. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
- * Form DA 146a;
 - * written modifications to the executed contract;
 - * written contract signed by the parties;
 - * the Bid Event documents, including any and all amendments; and
 - * Contractor's written offer submitted in response to the Bid Event as finalized.
- d. 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.
- e. This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Pittsburg, Crawford County, Kansas.
- f. 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.
- g. **Termination for Cause**
The PSU Director of Purchasing 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 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.

The PSU Director of Purchasing 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), the PSU Director of Purchasing 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.

h. The PSU Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the PSU Director of Purchasing shall determine that the termination is in the best interest of PSU. In the event that the PSU Director of Purchasing 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.

i. 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 PSU property.

j. 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.

k. The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of PSU. PSU may reasonably withhold consent for any reason. This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of PSU.

l. 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.

m. 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, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

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

o. The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

- p. The Contractor shall abide by all federal, state and local laws, and 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 or rule or regulations may result in termination of this contract for cause.
- r. 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 shall reimburse the PSU for such property's loss or damage caused by the Contractor, except for normal wear and tear.
- s. 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.
- t. Price Adjustments - Prices shall remain firm for the entire contract period. Prices 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.
- u. Payment - Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b).
- v. Materials and Workmanship - The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified. The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.
- w. 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
- x. Inspection - PSU reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.
- y. Modification - This contract shall be modified only by the written agreement and approval of the parties. 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.