

**Request for Proposal (RFP)**

<b>RFP Number</b>	001511
<b>Date Issued</b>	August 19, 2020
<b>Closing Date</b>	<b>September 2, 2020; 2:00pm local time</b>
<b>Procurement Officer</b>	Brad Stefanoni; 620.249.3635 (cell); bstefanoni@pittstate.edu
<b>Item</b>	Crossland House Exterior Painting
<b>Agency &amp; Location</b>	Pittsburg State University (PSU) in Pittsburg Kansas
<b>Scope</b>	Pittsburg State University is seeking proposals to paint the exterior of the Crossland House.
<b>Period of Contract</b>	One-time contract award
<b>Bid Submittal</b>	Submit bid by e-mail to <a href="mailto:bstefanoni@pittstate.edu">bstefanoni@pittstate.edu</a>

1. When communicating, always refer to the Request for Proposal number above.
2. In order to receive consideration for an 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.

**For technical questions or to schedule a site visit please contact Gerald Thomas at 620-235-4784 or [gthomas@pittstate.edu](mailto:gthomas@pittstate.edu).**

<b>Vendor Name</b>	
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## Scope of Work

### PART 1 - GENERAL

#### 1.1 SUMMARY

A. Unless noted or specified otherwise paint and finish all exposed surfaces using the combination of materials supplied by Pittsburg State University.

B. Work not included:

1. Do not paint moving parts of operating units; mechanical or electrical parts such as valve operator; linkages; sensing devices; and motor shafts, unless otherwise indicated.
2. Do not paint over required labels or equipment identification, performance rating, name, or nomenclature plates.
3. Do not paint concrete which has been sandblasted.

C. Definitions:

1. "Paint," as used herein, means coating systems materials including primers and top coat materials.

#### 1.2 SUBMITTALS

1. Material List: A complete list of required coating material needed including quantities.
2. Preparation instructions and recommendations.

#### 1.3 QUALITY ASSURANCE

A. Use adequate number of skilled workman who are thoroughly trained and experienced in the necessary craft and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Paint coordination:

1. Provide finish coats which are compatible with the prime coats actually used.
2. Notify the University in writing of anticipated problems in using the specified coatings.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label:

- B. Contractors will be responsible for picking up paint from the Paint shop 104 Hartman Hall.
- C. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C). Maintain storage containers in a clean condition, free of foreign materials and residue.

## 1.5 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F (10 and 32 deg C).
- C. Do not apply paint in snow, rain, fog, or mist, or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

## 1.6 EXTRA MATERIALS

- A. At completion of the job deliver to owner all new unopened containers.
- B. Deliver to paint shop 104 Hartman hall.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. PPG Architectural Finishes Inc:
- B. Only paint materials will be supplied by owner. 48 hours lead time for pickup of materials. Contact the paint shop at 620-235-4784 or by e-mail [gthomas@pittstate.edu](mailto:gthomas@pittstate.edu). Open M-TH 7:00am-4:30pm.

### 2.2 APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment as is recommended for application of the particular paint by the manufacturer of the particular paint, and as approved by the University.
- B. No spraying will be aloud.

### 2.3 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the University.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify University in writing of unsatisfactory preparation before proceeding.

#### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
- C. Before painting pressure wash entire project including stucco, stone and wood trim and allow to dry to proper moisture content before paint is applied.
- D. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
  - 1. Wood Substrates: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Smoothly sand surfaces exposed to view and dust off.
    - a. Scrape and clean small, dry seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer, before applying primer.
    - b. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
    - c. Unless specifically approved by University, do not proceed with painting of wood surfaces until moisture content of the wood is 12% or less as measured by a moisture meter approved by the University.
- E. Material Preparation: Carefully mix and prepare coating materials according to manufacturer's written instructions.

1. Maintain containers used in mixing and applying coating in a clean condition, free of foreign materials and residue.
2. Stir material before applying to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into the material. Remove film and, if necessary, strain coating material before using.
3. Use only the type of thinners approved by manufacturer and only within recommended limits.

### 3.3 APPLICATION

A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied. No spraying allowed.

1. Touch up on applied prime coats which have been damaged, and touch up bare areas prior to start of finish coats application.
2. Succeeding coats.
  - a. Do not apply additional coats until the completed coat has been inspected and approved.
  - b. Only the inspected and approved coats of paint will be considered in determining the number of coats applied.
3. Sand and dust between coats to remove defects visible to the unaided eye.

B. Application Procedures: Apply coatings by brush or roller according to manufacturer's written instructions. No spraying allowed.

1. The number of coats and film thickness required is the same regardless of application method.

C. Drying:

1. Allow sufficient drying time between coats, modifying the period as recommended by the material manufacturer to suit adverse weather conditions.

D. Brush applications:

1. Brush out and work the brush coats into the surface to an even film.
2. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, and other surface imperfections will not be acceptable.

E. Completed work: Match the approved Samples as to texture, color, and coverage. Remove, refinish, or repaint, work not in compliance with the specified requirements.

### 3.4 CLEAN-UP

- A. At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. Upon completion of painting, clean glass and paint spattered surfaces. Remove spattered paint by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.
- C. Correct damaged by cleaning, repairing or replacing, and repainting, as acceptable to the University.

### 3.5 PROTECTION

- A. Protect surroundings not to be painted including stucco, stone, plants, trees, etc. against damage from painting.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings and signs.

## PART 4 - COATING SYSTEM

### 4.1 EXTERIOR PAINT SYSTEMS

- A. Wood: Provide the following paint finish systems over exterior wood surfaces:
  - 1. Two finish coats over a primer.
    - a. Primer: 17-921 Pittsburgh Paints: Seal Grip Interior/Exterior Acrylic primer. Applied at a dry film thickness of not less than 1.2 mils (0.030 mm).
    - b. Finish: Exterior low-luster acrylic finish: Pittsburgh Paints; 76-3000XI SunProof 100% Acrylic Latex Satin: Applied at a dry film thickness of not less than 1.0 mil (0.025 mm).
- B. Wood fencing: Provide the following finish on wood fences after pressure washing and allowing to dry
  - 1. Two coats over wood fences.
    - a. Richards Rich Wood Alkyd Deck Pro Exterior Semi-Transparent Penetrating Sealer Cedartone.

## 4.2 SHOP DRAWINGS

A. Information to be included: After project is completed; Deliver all new unopened paint to 104 Hartman Hall.

### **Bid Requested for the following project:**

- Cleaning all wood, stucco, stone and wood fences.
- Finishing the wood on the exterior of the University House and the wooden fences.
- Include labor and prep material cost only.
- Quantity of finish materials needed.
- Start date.
- Required days for completion.
- Need to provide proof of Insurance.

PSU reserves the right to award in the best interest of the university. If PSU's budget cannot support the amount of the bid(s) received, PSU reserves the right to not award a contract per this RFP.

**General Provisions/Signature**

**Tax Clearance Certification:** Bid submittals of \$25,000 or more shall include a copy of a Tax Clearance Certification. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR):

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

**W9 Form:** Vendors who are new to PSU should submit a copy of their W-9 with bid response. The form can be downloaded at [www.irs.gov/pub/irs-pdf/fw9.pdf](http://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.

**COMPARABLE PRODUCTS:** Bids on comparable products are invited. Indicate appropriate items, brands, model numbers, and specifications. Minor deviations in size and operational characteristics from those set forth in the specification will be considered when such deviations do not alter nor deter Pittsburg State University from accomplishing its intended usage or function. **Each bidder must clearly indicate in writing where (if any) their product characteristics deviate from these specifications and explain how their product accomplishes the desired function even though product characteristics may be different.**

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

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

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

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

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



### CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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