

**WICHITA STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)**

RFP Number: B0001862

RFP Issuance Date: Tuesday, September 17, 2024

Virtual Pre-Bid Conference: Tuesday, September 24, 2024 @ 10:00AM CST

Clearance Request Deadline: Tuesday, October 1, 2024 @ 5:00PM CST

Mandatory On-Site Conference: Monday, October 14, 2024 @ 10:00AM CST

Post Conference Question Due: Wednesday, October 16, 2024 @ 5:00PM CST

RFP Closing Date: Friday, October 23, 2024 @ 2:00PM CST

Procurement Officer: Robby Murray
316-978-5185
robby.murray@wichita.edu
Wichita State University
Office of Purchasing
1845 Fairmount, Campus Box 38
Wichita, KS 67260-0038

Item /Service: **JANITORIAL SERVICES – WSU NIAR SATELLITE LOCATIONS**

RFP Scope: This contract shall cover the procurement of Janitorial Services for the referenced locations, during the contract period indicated.

Agency: **Wichita State University (“WSU”)**

Agency Location: 1845 Fairmount, Campus Box 38
Wichita, KS 67260-0038

Service Location: **WSU NIAR Satellite Locations:** (“Premises”)
3800 S Oliver: 4174 S Oliver:
23L and 13L 140H, 163N, and Sawtooth

Period of Contract: **Date of award through August 31st, 2028**
With four (4) additional one (1) year renewal periods available

Guarantee: No monetary guarantee required

Procurement Type: Negotiated Procurement [See Section 2.1]

READ THIS RFP CAREFULLY AND CHECK FOR UPDATES

This RFP (Number B0001862) was posted to WSU Office of Purchasing Internet website and may be downloaded at: www.wichita.edu/purchasing.

It shall be the Bidder's responsibility to monitor this website on a regular basis for any changes or addenda.

Please view the file posted on WSU Bid Solicitations Page: https://www.wichita.edu/services/purchasing/Bid_Documents/BidDocuments.php, **[Boilerplate of Request for Quotation: Terms and Conditions/Bidding Instructions](#)** for a sample of WSU's standard terms and conditions to a Request for Quotation. Such terms and conditions are subject to change depending on the size, nature, and requirements of each project.

SECTION I
CONDITIONS TO BID

1.1. Bid Specifications. Bidder must be able to meet all bid specifications set forth in this RFP as well as the minimum qualification and performance specifications set forth in **Attachment 5: Minimum Qualifications and Performance Specifications**.

1.2. Bid Proposal. Bidder's Proposal must include fully completed RFP attachments, except that Bidder may complete **Attachment 7: Bidder Signature Sheet** by referencing separately attached documents or information.

1.3. Proposal Reference Number: The RFP Number identified on the first page of this RFP (the "RFP Cover Page") has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP, including any Proposal, and MUST be referred to in all verbal communications. Any communication or submission that does not reference the RFP Number may be rejected or not considered by WSU in WSU's discretion.

1.4. Communication with WSU During RFP Process: All inquiries, written or verbal, shall be directed only to the Procurement Officer at the contact information identified on the RFP Cover Page. No communication is to be had with any other WSU employee regarding this RFP except: (1) in the course of RFP negotiations; (2) during RFP site inspections or visits; (3) at the time of negotiation and signing of any contractual documents resulting from the Proposal; and (4) as otherwise specified in this RFP. Violations of this provision by Bidder or WSU personnel may result in the rejection of the Proposal.

1.5. Exceptions: By submission of a Proposal, Bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal that must be marked as: "Exceptions". **If the Bidder will not or cannot comply with any of the terms and conditions contained within this RFP, it will be the Bidder's responsibility to make specific mention of conflicting terms in a separate section of the Proposal as set forth above; otherwise, the terms and conditions of this document will prevail.**

1.6. No Bid Revisions: No additional revisions to Proposals shall be made after the Closing Date unless requested by WSU.

1.7. Cost of Preparing Proposal: The cost of developing and submitting the Proposal is entirely the responsibility of the Bidder. This includes costs incurred by Bidder to determine the nature of the engagement, Bidder's preparation and submission of their Proposal, the negotiation of the resulting Contract and/or terms and conditions, and other costs associated with this RFP or post-award efforts to enter into a Contract.

1.8. Contract Formation: No contract shall be considered to have been entered into by WSU until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered; and a Contract is deemed formed or executed as set forth in Section 3.3 (Award) of this RFP.

1.9. Proposals Open to the Public:

1.9.1. **Proposals as WSU Property:** All Proposals become the property of WSU upon submission. With few exceptions, the Kansas Open Records Act (K.S.A. 45-205wr, *et seq.*) requires all information contained in Proposals to become open for public review once a Contract is formed or all Proposals are rejected. Please note: bidders will **NOT** be notified prior to release of any documents submitted in response to this RFP.

1.9.2. **Submission of Proprietary Information:** 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 Bidder's entire Proposal will not be considered proprietary. All information requested to be handled as "Proprietary" shall be submitted electronically, separately from the main Proposal and clearly identified in the subject line of the email or DropBox submission. The Bidder shall provide detailed written documentation justifying why this material should be considered proprietary. WSU reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law. WSU does not guarantee protection of any information which is not submitted as required.

1.10. Federal, State and Local Taxes - Governmental Entity: Unless otherwise specified, the Proposal price shall include all applicable federal, state and local taxes. The successful Bidder is solely responsible for, and shall pay, all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP. WSU does not agree to reimburse or pay Bidder for any taxes assessed unless itemized in Bidder's bid. **WSU is exempt from state sales or use taxes and federal excise taxes for direct purchases made in Kansas. These taxes should not be included in the Bidder's price quotations.**

1.11. Tax Clearance: WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals which exceed \$25,000 shall include a copy of a Tax Clearance Certification Form with their submittal as set forth in **Attachment 1: Tax Clearance Information**. Failure to provide this information may be cause for rejection of Bidder's Proposal.

1.12. Debarment of Bidders: Any Bidder who defaults on delivery as defined in this RFP may, be barred after reasonable notice to the Bidder involved and reasonable opportunity for that Bidder to be heard, the Procurement Officer, after consultation with the contracting agencies, shall have authority to debar a Bidder for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Procurement Officer, after consultation with the contracting agencies, shall have authority to suspend a Bidder from consideration for award of contracts if there is probable cause to believe that the Bidder has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the Procurement Officer, remain in effect until after the trial of the suspended person.

1.13. Immigration Reform: The Bidder agrees, if awarded a Contract, it shall comply with the Immigration and Reform Control Act of 1986 ("IRCA"), as may be amended from time to time. As a condition of this Proposal, Bidder must certify, by completing and submitting **Attachment 2: Certification Regarding Immigration Reform & Control**, that Bidder has complied with all federal and state laws relating to immigration and reform.

1.14. Sexual Harassment and Retaliation Prohibited: In accordance with Kansas Executive Order 18-04, upon selection for a Contract, Bidder will be expected to receive and read of a copy of Executive Order 18-04, and, further, will agree to comply with all applicable provisions of this Executive Order, and all applicable state and federal laws, including but not limited to all laws prohibiting sexual harassment. WSU's policies prohibiting sexual harassment, discrimination, and retaliation provide for confidentiality and anonymous reporting. To view these policies or to make a report of sexual harassment, discrimination, or retaliation, please visit https://www.wichita.edu/about/policy/ch_03/ch3_06.php.

SECTION II

PROCUREMENT TYPE, PROCESS, SELECTION, AND AWARD

2.1. Procurement Type: WSU's competitive procurement types include: (1) Sealed Bid; (2) Negotiated Bid; and (3) Simplified Acquisitions. The type of procurement for this RFP is noted on the RFP Cover Page.

2.1.1. A Sealed Bid process includes: (1) a solicitation to bid; (2) publication of solicitation; (3) Proposals submitted under seal by Bidders and the Proposals are not opened or reviewed until the Closing Date; (4) Proposals are reviewed by WSU after the Closing Date and are generally evaluated without discussion without the Bidders; and (5) WSU awards the work to the "Responsible Bidder" whose Proposal is determined to be the most advantageous to WSU based on the neutral criteria established by WSU.

2.1.2. A Negotiated Bid is a more flexible bidding procedure that includes the receipt of Proposals and permits negotiations between WSU and Bidders. This process usually affords the Bidders an opportunity to revise their Proposal before award of a Contract to account for changes in scope of services or goods, timelines, or value-added changes to a project. "Negotiation" includes discussion, persuasion, and alteration of initial assumptions and positions, and give-and-take may apply to price, schedule, technical requirements, type of contract, or other terms of a proposed contract. "Best and final offers" are frequently required under the Negotiated Bid procurement.

2.1.3. Simplified Acquisitions is the most flexible form of procurement. Simplified Acquisitions can only occur if the procurement expenditure does not exceed the WSU established threshold. A Simplified Acquisition affords WSU the ability to call upon qualified vendors, contractors, and individuals for a quote and to negotiate a final agreement.

2.2. RFP Committee Selection: Final evaluation and selection will be made by designated representatives of WSU who have been designated as potentially utilizing the goods and/or services solicited in this RFP, referred to collectively as the Procurement Negotiation Committee (PNC).

2.3. Appearance Before Committee: The PNC may award to the low Bidder without question or negotiation. The PNC reserves the right to request information from Bidders as needed. If information is requested, the PNC is not required to request the information of all Bidders. The PNC may require, as a condition of bidding, that Bidders be required to appear before the PNC to explain the Bidder's understanding and approach to the RFP and/or to respond to questions from the PNC concerning the Proposal. Meetings with and appearances before the PNC are not subject to the Kansas Open Meetings Act. Bidders are prohibited from electronically recording these meetings.

Virtual Pre-Proposal Conference: A Pre-Proposal Zoom conference has been scheduled for: **Tuesday, September 24, 2024, at 10AM CST.** Attendance at the zoom conference is optional but recommended. The meeting can be accessed by at the following link: <https://wichitastate.zoom.us/j/94931559123?pwd=I7P63rxugFhPlvkzaHvTMlIRyNwVLx.1>
Password: 249239.

2.4. Pre-Proposal Questions: Questions requesting clarification of the RFP, if allowed, must be submitted in WRITING to the Procurement Officer by email prior the RFP Question Deadline indicated on the RFP Cover Page. Failure to notify the Procurement Officer of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of WSU. Any modification to this RFP as a result of Pre-Proposal Questions shall be made in writing by addendum and sent electronically to all Bidders who received the original request. Only written communications are binding.

2.5. Citizenship Verification Pre-Approval Process: Due to the security of the facilities included in the onsite visit, contractors are required to have citizenship verified prior to the onsite tour. Submit the following information by the deadline: **Tuesday, October 1, 2024, at 5:00PM CST.**

2.5.1. Full legal name

2.5.2. DOB

2.5.3. Employer

2.5.4. Verbal affirmation of their US Citizenship

2.6. Pre-Proposal On-Site Visit: A pre-proposal conference has been scheduled for **Monday, October 14, 2024, at 10:00AM CST.** Attendance at the pre-proposal on-site visit is optional but recommended. For detailed itinerary instructions, please refer to **Appendix E- On-Site Visit Itinerary.**

2.7. Pre-Proposal Conference Attendance. Due to space limitations, Contractors should attend with no more than two representatives. All questions requesting clarification of the RFP to be addressed at the pre-proposal conference must be submitted in writing to the Procurement Officer and received by the Procurement Officer prior to the close of business on the Pre-Conference Question Deadline stated in Article III. Impromptu questions will be permitted, and spontaneous unofficial answers provided, however bidders should clearly understand that the only official answer or position of WSU will be in writing through an addendum issued after the pre-proposal meeting. Additional questions may be submitted by the bidder after the pre-proposal conference as long as those questions are submitted no later than the Post-Conference Question Deadline stated in Article III. Failure to submit questions for clarification on time may result in those questions not being considered. Failure to notify the Procurement Officer of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of WSU. Any modification to this RFP as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum and mailed to all Contractors who received the original request from the Office of Purchasing. Only written communications are binding.

2.8. Acceptance or Rejection: WSU 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 this RFP; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a Proposal.

2.9. Selection Criteria: Award shall be made in the best interest of WSU as determined by the PNC. WSU reserves the right to make an award based on any of the following factors and is not required to make the determination based solely on cost. Consideration will be given, but is not limited, to each of the following criteria: {edit accordingly}

1. Proposal cost [NOTE: Bidders 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];
2. Any poor performance experienced by WSU with Bidder within the five (5) year period prior to Proposal;
3. Documented experience in providing the same products / services to third parties that are solicited in this RFP;
4. Product, service, and performance;
5. Equipment owned by Bidder to be used in providing requested services;
6. Qualified staff and/or subcontractors;
7. Adequacy and completeness of Proposal;
8. Compliance with the terms and conditions of the RFP; and
9. Response format as required by this RFP.

2.9 Proposal Disclosures:

2.9.1 In the event this is a Sealed Bid, 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 tab results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the Office of Purchasing. Bid results can be obtained by sending a written request, referencing the Solicitation name and number to the following:

Wichita State University
Office of Purchasing
1845 Fairmount St, Campus Box 38
Wichita, KS 67260-0038
purchasing.office@wichita.edu

2.9.2 Copies of individual Proposals may be obtained under the Kansas Open Records by submitting an Open Records Request at <https://openrecords.wichita.edu/file-a-request/>. Once your request is received, you will be provided an estimate of the cost to reproduce the documents. Upon receipt of that amount, the documents will be transmitted to you electronically, except that no information in any Proposal file shall be released until a Contract has been executed or all Proposals have been rejected.

2.10 Retention of Proposals: WSU reserves the right to destroy all Proposals if the RFP is withdrawn, the RFP does not result in an agreed Contract, or in accordance with Kansas law. Late Proposals will not be considered a valid Proposal and shall not be retained unless deemed necessary by WSU.

- 2.11 **Award:** An RFP is not considered to be “awarded” until a Contract is executed between WSU and the Contractor. A Contract may be formed upon a Bidder’s formal acceptance of WSU’s notice of award where it is made clear that no other contractual document shall be presented for signature.
- 2.12 **Notice of Award:** Generally, WSU will notify all Bidders of an award made contingent on a fully executed Contract between the Contractor and WSU. Only WSU is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the Contract, unless express written permission is obtained by WSU.

SECTION III

PROPOSAL INSTRUCTIONS AND REQUIREMENTS

3.1 Proposal Form & Certifications

3.1.1 Bidders must submit a Proposal that complies with the requirements set forth in **Attachment 3: Proposal Requirements**. Bidders can include additional information with their Proposal, including but not limited to photos, renderings, plans, designs, quotes, and references with its Proposal except that all such additional information shall be properly marked to include the Bidder's name and RFP Number and shall make every effort to number all pages.

3.1.2 Bidders must fully complete and submit with its Proposal all certifications and forms attached or referenced in this RFP.

3.2 Preparation of Proposal:

3.2.1 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 Bidder, competitor or public officer/employee.

3.3 Submission of Proposals:

3.3.1 Proposals must be sent / delivered so that it is received by WSU no later than the RFP Closing Date indicated on the RFP Cover Page.

3.3.2 WSU prefers that all Proposals be submitted electronically. When submitting electronically:

- One (1) electronic version of the Bidder's Proposal, including literature and other supporting documents, shall be sent by email or secured electronic DropBox to the Procurement Officer at the e-mail on the RFP Cover Page.
- All emails or communications transmitting Proposals shall contain, for identification, the title, the RFP Number, and the Subject of the RFP.
- The Bidder shall email the Proposal attachments or may email instructions for downloading all Proposal documents by drop box.
- An Adobe PDF document type is preferred, but Microsoft Word, Excel, JPEG, and other formats will be accepted.
- Bidders will be contacted if additional information is needed.

3.3.3 Bidders who are unable to submit their Proposal electronically must deliver their Proposal by hand delivery to the Procurement Officer Address identified on the RFP Cover Page. Hand delivered Proposals must be in a sealed envelope, and clearly marked for delivery to the Office of Purchasing, Attn: B0001862 Janitorial Services NIAR Satellite Locations.

3.3.4 Proposals received prior to the Closing Date shall be kept secured and sealed until closing if they are properly identified as instructed above. WSU 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.

3.3.5 Late Proposals will not be considered a valid Proposal and will not receive consideration.

3.4 Acknowledgment of Addenda: All Bidders shall acknowledge receipt of any addenda to this RFP. Failure to acknowledge receipt of any addenda may render the Proposal to be non-responsive. Changes to this RFP shall be issued only by the Office of Purchasing in writing.

3.5 Modification of Proposals: A Bidder may modify a Proposal electronically by e-mail or by DropBox transmission at any time prior to the closing date and time for receipt of proposals.

3.6 Withdrawal of Proposals: A Proposal may be withdrawn on written request submitted electronically in email from the Bidder to the Procurement Officer at the Office of Purchasing prior to the RFP Closing Date.

- 3.7 Parties to Contract:** Proposals shall be submitted in manner that allows WSU controlled affiliated corporations to enter into similar agreements subject to the same or substantially similar terms and conditions. WSU controlled affiliated corporations include: Wichita State University Intercollegiate Athletic Association, Inc., Wichita State University Union Corporation, Wichita State University Innovation Alliance, Inc., and WSIA Investments Corporation.

SECTION IV **GENERAL CONTRACT PROVISIONS**

The provisions of this section list all general contract provisions that shall govern the resulting services and/or goods solicited in this RFP. These provisions shall be deemed binding on the Bidder if a Bidder's Proposal is accepted by WSU and WSU and Bidder (referred to in this Section as "Contractor") enter into a Contract or deem a Contract to be formed (referred to in this Section as "Contractor").

4.1 Contract Documents: The successful Bidder ("Contractor") may be required to enter into a separate written Contract with WSU. Unless expressly omitted in the Contract, this RFP and any amendments, and the WSU DA-146a - Contractual Provisions Attachment, located at https://www.wichita.edu/services/purchasing/Webpage_Origination_Documents/DA_146A_WSU_Specific_UPDATED_2020_02_13.pdf are deemed binding on Contractor and hereby incorporated by reference into the Contract. The Proposal and any Proposal amendments may be incorporated into the Contract at the discretion of WSU.

4.2 Order of Precedence: In the event of a conflict in terms of language among the Contract documents listed below (as applicable), the following order of precedence shall govern:

1. Wichita State University Modified Form DA-146a;
2. Executed Contract between the parties;
3. This RFP including any and all addenda; and
4. Bidder's Proposal submitted in response to this RFP, as finalized.

4.3 Term and Termination: The term of the Contract and any clauses regarding termination of such Contract will be set forth in the subsequent Contract awarded.

4.4 Independent Contractor:

- 4.4.1 Both parties, in the performance of a 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. As such, Bidder and its employees and agents shall have no right to participate in any employee benefit plan, program or arrangement provided to WSU employees, including, but not limited to, workers compensation benefits, unemployment benefits, health and accident insurance, life insurance, sick leave and/or vacation.
- 4.4.2 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 any Contract.
- 4.4.3 The Contractor is not subject to the direction, control, or supervision of WSU with respect to how it is to perform its duties. The Contractor is solely responsible for the control and supervision of its employees, agents and contractors that are assigned to provide services to WSU.

4.5 Industry Standards: If not otherwise provided, materials or work called for in the 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.

4.6 Contractor Qualifications and Abilities: Submission of Contractor's bid will be considered presumptive evidence that the Contractor 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. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of

performance shall be incorporated by reference into the Contract. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to WSU.

4.7 Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of any Contract shall be employees of the Contractor (or specified subcontractor if authorized) and shall be fully qualified to perform the work required, including passing all required background checks and meeting all work authorization and export compliance requirements. The Contractor shall include a similar provision in any contract with any subcontractor selected to perform work under the Contract, if subcontractors are authorized. Failure of the Contractor to provide qualified staffing at the level required by the Proposal specifications may result in termination of the Contract and/or damages.

4.8 Payments: WSU shall not be responsible for, and does not agree to be charged, any payments for costs or items not listed in the Bidder's Proposal.

4.9 Restrictions on Use. Contractor employees shall be instructed that state property and state employee property is not available for use in any way, unless prior approval is obtained. Additionally, no person or employee family members shall be allowed on the property who is not directly involved in performance of the janitorial services.

4.10 Conflict of Interest: The Contractor shall not knowingly employ, during the period of the Contract or any extensions to it, any professional personnel who are also in the employ of WSU and who are providing services involving the Contract or services similar in nature to the scope of the Contract to WSU. Furthermore, the Contractor shall not knowingly employ, during the period of the Contract or any extensions to it, any WSU employee who has participated in the making of the Contract until at least two years after his/her termination of employment with WSU.

4.11 Confidentiality: The Contractor may have access to private or confidential data maintained by WSU to the extent necessary to carry out its responsibilities under the Contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under the Contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of the 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 WSU promptly at the request of WSU in whatever form it is maintained by Contractor. On the termination of expiration of the Contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by WSU, will destroy or render it unreadable.

4.12 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 the Contract.

4.13 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 the Contract.

4.14 Contract Contacts. WSU and contractor shall, upon award, provide contact names and information to enable efficient communication between both parties.

4.15 Insurance: The successful Bidder shall present, upon request, an affidavit or certificate demonstrating insurance coverages consistent with any requirements set forth in **Attachment 6**.

4.16 Hold Harmless: WSU 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 WSU property. The Contractor shall do nothing to prejudice WSU's right to recover against third parties for any loss, destruction or damage to WSU property.

4.17 Care of WSU Property: The Contractor shall be responsible for the proper care and custody of any WSU-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of the Contract, and Contractor will reimburse WSU for such property's loss or damage caused by Contractor, normal wear and tear excepted.

4.18 Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of the Contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any WSU employee at any time.

4.19 Retention of Records: Unless WSU specifies in writing a shorter 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 the Contract for a period of five (5) years from the date of the expiration or termination of the 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.

4.20 Examination of Records: The Contractor agrees that authorized federal and state representatives, including but not limited to, WSU personnel; independent auditors acting on behalf of WSU and/or state 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 at no cost to WSU.

4.21 Federal, State and Local Taxes: WSU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

4.22 Antitrust: If the Contractor elects not to proceed, the Contractor assigns to WSU 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 the State of Kansas relating to the particular products or services purchased or acquired by WSU pursuant to the Contract.

4.23 Anti-Kickback: When WSU has reasonable grounds to believe that a violation of the Anti-Kickback Act of 1986 may have occurred, WSU shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting department or agency of the United States or the Department of Justice. WSU shall cooperate fully with any Federal agency investigating a possible violation of the Anti-Kickback Act of 1986. The Contracting Officer may (1) offset the amount of kickback against any monies owed by the United States under the prime contract and/or (2) direct that the Prime Contractor withhold from sums owed a Contractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (1) of this clause be paid over to the United States Government unless the Government has already offset those monies under subdivision (2) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld. WSU agrees to incorporate the substance of this clause, including this subparagraph in all subcontracts which exceed \$100,000.

4.24 Modification: The Contract shall be modified only by the written agreement 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.

4.25 Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under the Contract without the prior written consent of WSU. The Contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of WSU.

4.26 Third Party Beneficiaries: The Contract shall not be construed as providing an enforceable right to any third party.

4.27 Captions: The captions or headings in the Contract are for reference only and do not define, describe extend, or limit the scope or intent of the Contract.

4.28 Severability: If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application, and the remainder of the Contract shall not be affected and each provision of the Contract shall be enforced to the fullest extent permitted by law.

4.29 Integration: The 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. The Contract between the parties shall be independent of and have no effect on any other contracts of either party.

4.30 Criminal or Civil Offense of An Individual or Entity That Controls A Contractor or Organization or Will Perform Work Under The Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed in the Proposal and during the term of the Contract. 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 presumed to have control of a Contractor 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. Any conviction for a felony criminal offense, or an adverse judgment in a civil case, that involves the actual or threatened harm to the health or safety of an individual must be disclosed. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

4.31 Injunctions: Should Kansas 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 WSU, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

4.32 Acceptance: No contract provision or use of items by WSU shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

4.33 Breach: Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

4.34 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.

4.35 Special Contract Provisions Specific to Scope of Work: In addition to the General Contract Provisions set forth in this Section IV, Contractor shall agree to the special contract provisions set forth in **Attachment 4: Additional Contract Provisions**.

ATTACHMENT 1: TAX CLEARANCE INFORMATION

WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals that exceed \$25,000 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 a Bidder'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 changes(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 <https://www.kdor.ks.gov/apps/taxclearance/Default.aspx> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KBOR will issue the certificate
- If issued an official certificate, print it and attach it to your Proposal
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued

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

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 results 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 your Proposal to:

Wichita State University
Purchasing Office
1845 Fairmount Street, Campus Box 012
Wichita, KS 67260-0012

Failure to provide this information may be cause for rejection of Bidder's bid or proposal.

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/forms-btreg.html>

The WSU 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 WSU 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 WSU 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 WSU and the State.

**ATTACHMENT 2:
CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

Any Bidder that is awarded a subsequent contract ("Contractor") is 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 the 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 the Contract.

Signature

Date

Title of Contractor

ATTACHMENT 3: PROPOSAL REQUIREMENTS

Proposals should set forth, in detail, Bidder's plans to meet each of the requirements set forth in this RFP and specifically in this **Attachment 3: Proposal Requirements**. The proposal will be evaluated in light of the material and the substantiating evidence presented in the proposal, not on the basis of what may be inferred.

3.1 Company Overview and Qualifications. Provide a narrative description of your firm, its capacity to provide these services, and the Bidder's experience in the services or goods at issue for the Bid - **JANITORIAL SERVICES - NIAR SATELLITE LOCATIONS**. Provide a description of the Bidder's qualifications and experience in performing the requested or similar services, including summaries of personnel assigned to the project stating their work experience. Bidder should establish in its Proposal that it is an established firm recognized for its capacity to perform and capable of mobilizing sufficient personnel to meet deadlines specified by WSU.

3.2 Successful Projects / Services. Provide a list of past successful projects that align with the expectations set forth in this RFP in the State of Kansas. Such information may be marked as "Proprietary" if it is not open to the public.

3.3 Key Personnel. Provide a list of personnel to be used to perform the services identified in this RFP and include their qualifications, education, accomplishments, and any other relevant information demonstrating level of experience.

3.4 Fees for Services. Provide an explanation and detailed breakdown of Bidder's fee proposal and any other expenses that are charged for the requested services and/or goods, including reimbursable expenses. **Please reference Appendix C - Cost Sheet.** Bidder's fees are assumed to include the firm's cost of doing business such as overhead, management, postage, shipping, telephone, internet, fax, photocopying, research, and general office expenses, unless expressly set out as an additional fee.

3.5 Refunded, Credited or Discounted Fees. Describe any circumstances where WSU would receive a refund, credit, or discount of the proposed fees.

3.6 Equal Opportunity Employment. Describe how you will accommodate state and federal laws and policy provisions issued by the Kansas Board of Regents and WSU relating to Affirmative Action and Equal Opportunity Employment, including your firm's efforts to recruit and contract with disadvantaged groups and/or businesses (minority, women, veteran, and small business).

3.7 Additional Tasks. Identify any additional tasks the Bidder considers necessary to provide the services and/or goods solicited in this RFP and explain any recommended deviation from the tasks identified in **Attachment 5: Minimum Qualifications and Performance Specifications** that Bidder believes are necessary.

3.8 References. Provide three (3) references that have used Bidder to complete the same or similar services within the last three (3) years. Specify a contact person with a telephone number, and email address. **Please reference Appendix D-References.**

ATTACHMENT 4: ADDITIONAL CONTRACT PROVISIONS SPECIFIC TO THIS RFP

4.1 Experience: All bidders must have a minimum of three (3) years continuous active participation in the applicable industry as a distinct Contractor, providing equipment and systems comparable in size and complexity to the equipment and systems specified. 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.

4.2 Payment Terms: Unless otherwise agreed to in writing by WSU and Bidder, pursuant to K.S.A. 75-6403(b), all payment terms are Net 30 days from the date the goods are delivered and finally accepted by WSU. If the 30th day falls on a weekend, legal holiday, or WSU holiday, WSU shall have until the next business day to make payment.

4.3 Contractors Contracts: Bidder shall include an editable Word version copy of any proposed terms and conditions applicable to this purchase.

4.4 Warranty and Acceptance: By submitting a bid, Bidders expressly warrant that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by WSU, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of WSU's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by WSU shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which right to any warranty of the Bidder upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

4.5 Implied Requirements: All products and services not specifically mentioned in this solicitation, 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.

4.6 Default on Delivery: Any contractor who defaults on delivery as defined in this Request may, be barred from bidding on any subsequent Request for a period to be determined.

4.7 Award: Award will be by line item or group total, whichever is in the best interest of the WSU.

4.8 Invoices: Each service location must be individually invoiced separately. Invoices shall be forwarded to the using department and must include the following:

- Date of invoice;
- Date of completion of work;
- Contract number;
- Itemization of all applicable charges; and
- Net amount due.

4.9 Indefinite Quantity Contract: This Request is for an open-ended contract between a Contractor and WSU to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.

4.10 Price Adjustments. On the contract year anniversary dates (2 year periods) of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

4.11 Transition Assistance: In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another Contractor.

ATTACHMENT 5: MINIMUM QUALIFICATIONS AND PERFORMANCE SPECIFICATIONS

- 5.1 Scope and Term.** This contract is intended to for the establishment of a contract to furnish janitorial services, including daily cleaning tasks as specified in the enclosed referenced checklists for the Wichita State University National Institute Aviation Research Satellite Locations at 3800 S Oliver: 13L, 23L and 4174 S Oliver: 140H, 163N, and Sawtooth Building.
- 5.2 Staffing and Methodology:** In addition to all personnel and staffing requirements set forth in the Agreement, CONTRACTOR shall describe their staffing plan, to include the number of personnel anticipated to be assigned to this job, as well as the number of man-hours anticipated, and the methodology that will be utilized to accomplish required tasks within this RFP.
- 5.3 Contractor** shall provide to WSU a full list of employees assigned to work at the Premises and shall ensure that this list is updated contemporaneously with employee turnover and rehiring. This list is required for internal security access and compliance with State and Federal laws. CONTRACTOR must obtain written permission from WSU before employing any subcontractor to assist CONTRACTOR in performing the required Services. Failure of CONTRACTOR to comply with its staffing plan shall constitute a material breach of this Agreement.
- 5.4 Overall Expectations:** It is further specified that the purpose of this Agreement is to complete janitorial service resulting in a neat, clean, attractive appearance. CONTRACTOR shall impress upon employees the idea that the specifications are a guide only. If extra effort is required in any area at any time, it is expected without argument or extra charge.
- 5.5 Additional Work:** In addition to the services scheduled outlined in the Cost Sheet-> PROPOSAL RATES SPECIFIC TO ALL LOCATIONS section, there may be a need for additional cleaning activities. These over and above activities will be coordinated with the contractor and bid separately in writing. The labor rate shall be that as defined in the contractor's proposal for additional work. Any additional equipment and/or supplies shall be identified in the quotation. Authorization for this work will be sent to the contractor by WSU in writing.
- 5.6 Contractor Availability and Contacts:** Upon request, CONTRACTOR shall provide WSU a list of CONTRACTOR's office hours and telephone numbers. CONTRACTOR shall provide a listing of emergency phone numbers of a CONTRACTOR representative who can be reached by WSU twenty-four (24) hours a day, seven (7) days a week, to handle emergencies and/or to receive messages for WSU needs. WSU and CONTRACTOR shall exchange contact names and information to enable efficient communication between both Parties.
- 5.7 Bidder Contracts:** Bidder shall include an editable Word version copy of any terms and conditions applicable to this purchase.
- 5.8 Contractor Probationary Period.** The first six (6) months of the contract will be considered to be a probationary period for Contractor. This period will be used by WSU to determine that Contractor intends to completely fulfill the obligations of this contract.
- 5.9 Materials and Workmanship:** Bidders shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.
- 5.10 Materials:** All cleaning products, including but not limited to detergents, waxes, carpet cleaning supplies, cleaning towels and dust cloths shall be provided by CONTRACTOR. All cleaning products shall be approved by the WSU representative.
- 5.11 Equipment:** All equipment including vacuums, brooms, mops, buckets, etc. shall be furnished by CONTRACTOR. All equipment must be capable of providing high quality, commercial grade janitorial service. Equipment designed for only light type; residential duty will not be permitted. WSU reserves the right to periodically, at random, inspect equipment and further to require replacement if not adequate in WSU's evaluation.
- 5.12 Schedule of Service:** All services will be performed during the hours specified in the enclosed checklists for each respective location. Times for cleaning could change with the scheduling at Premises and CONTRACTOR would be

required to be flexible. Cleaning is not required on official holidays if cleaned after last occupancy prior to the holiday. The official WSU Holidays include:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and day after
- Christmas Day – 13L location closed entire week

The preceding Friday is observed when the legal holiday falls on Saturday; the following Monday is observed when the holiday falls on Sunday.

5.13 On-Site Inspection: Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to WSU any materials, equipment, supplies, or labor that may be required to carry out the intent of this Request. 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. Notification:

5.14 Contractor shall notify the office or assigned individual of any irregularities noticed while performing Services, such as: When noticed, any irregularities such as defective plumbing, electrical switches or plugs, leaks, etc. CONTRACTOR shall notify WSU, or it's designated when supplies are needed, as applicable.

5.15 Disposal of Trash: Contractor agrees to dispose of any and all trash in designated receptacles at the Premises. Contractor agrees to dispose of any and all toxic or hazardous substances used in the Premises in accordance with federal, state and local statutes and regulations and further agrees to indemnify WSU from any liability resulting therefrom.

5.16 Toxic Substances. All soaps for cleaning, detergents, waxes, carpet cleaning supplies, dust cloths, and are to be provided by Contractor. All such materials are to be approved by a WSU representative. NIAR Satellite divisions will provide the toilet tissue, paper towels, feminine products, trash bags, waste receptacle liners, and hand soap.

5.17 Material Safety Data Sheets (MSDS): It is CONTRACTOR's responsibility to comply with all State and Federal Safety regulations. Material Safety Data Sheets (MSDS) will be furnished to WSU upon request for any chemicals used, and any such chemicals shall be stored in the proper manner as required by law.

5.18 Quality Control: CONTRACTOR shall perform quality control of Services by conducting regular monthly inspections as well as potential random inspections at the request of WSU or its designee. The inspections will take place during regular working hours. CONTRACTOR or supervisory level representative shall meet with the WSU designee on a date scheduled at least one (1) week prior to the meeting for the monthly inspection and within one (1) day after notification for the random inspection. The purpose of these meetings is to evaluate performance, discuss concerns of either party and to reach agreement on the action to be taken to resolve the concerns. Evaluations may be documented and become part of the Agreement file. Failure to correct unsatisfactory performance will be considered a material breach of the Agreement. CONTRACTOR shall indicate who will initiate the routine monthly inspections, call WSU to schedule and complete the walk-throughs. Quality control inspections shall be proactive on the part of CONTRACTOR; WSU shall not have the responsibility of scheduling these inspections or contacting CONTRACTOR to remind of this requirement.

5.19 Call Back Service: If required service is not provided by the CONTRACTOR at the proper time as stated in the Task Schedule, WSU retains the right to require CONTRACTOR to return within twenty-four (24) hours at no charge to perform such service.

5.20 Drugs: The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance or illegal drug by an employee of CONTRACTOR or approved subcontractor while performing Services on the Premises is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for termination of the Agreement. No smoking is allowed in the facility. Any smoking must take place outside the building.

5.21 Locking of Doors: All doors are to remain locked while CONTRACTOR is performing Services in the Premises. When trash is taken out to the dumpster, the doors shall be closed and locked. CONTRACTOR is to turn off all lights, except those which CONTRACTOR is instructed to leave on, close all windows and check that all exterior doors are locked before leaving the Premises each night. No exceptions.

5.22 Building Security: If the contractor is working, under the direction of the lab director, during non-working hours, all doors are to remain locked during the time Contractor is performing the janitorial services in the building. Contractor is to turn off all lights, except those which they are instructed to leave on, close all windows and check that all exterior doors are locked before leaving the building; No exception.

5.23 Security: CONTRACTOR employees and any approved subcontractors shall sign in and out on a log provided by WSU. Contractor shall, at his/her expense, request and obtain a criminal history background check for each employee and any approved subcontractors providing Services in support of this Agreement. The written results of this check must be provided to the designated WSU contract administrator or department before performing any Services, unless otherwise agreed to by WSU in writing. Any prospective employee convicted of a felony or any type of misdemeanor involving money, fraud, deceit or untruthfulness within 10 years prior to their proposed start date will not be allowed to perform Services at the Premises. WSU may, in its sole discretion, require CONTRACTOR employees and any approved subcontractors to submit to and pass additional security screening and criminal background checks.

5.24 Employee and Qualifications: All persons employed to perform these services shall be an employee or an authorized subcontractor of the Bidder, have received sufficient training, and at least 18 years of age. The Bidder shall pay all salaries and expenses of, and all federal, Social Security taxes, federal, and state unemployment taxes, and any similar payroll taxes relating to such employees. Bidder must comply with all federal, state, city and local laws, rules and regulations as it relates to its employees, agents, and subcontractors, including, but not limited to, non-discrimination in its policies and practices and compliance with the Immigration Reform and Control Act of 1986. Bidder agrees that it shall make available for inspection to WSU, upon request, its policies and procedures and all I-9 employee forms of employees working at the premises.

Further, because the services performed by Bidder may provide access to premises that are subject to federal regulatory requirements that control products and/or services for export, including, but not limited to, the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"), all Bidder employees and subcontractors who have access to the premises must, as required by law, regulation, executive order and/or government contract, must meet the requirement of, and show proof of, being a "U.S. Person" (U.S. citizen, lawful permanent resident, or protected individual as defined by 8 U.S.C.1324b (a)(3)), or eligible to obtain U.S. government authorization for this position. All individuals with access to the premises must agree to comply with all security requirements as set forth in this contract.

Each individual performing services at a NIAR location, may be required to sign a "Personal Acknowledgement Form for External Access to WSU Controlled Spaces" and/or a "Non-Disclosure Agreement", in substantially the same form as those attached here to as Appendices A and B.

Contractor shall provide security information to university representative for access and escort requirements. Information shall be provided at least 14 days prior to work.

- a) Company name and names of workers
- b) Dates of scheduled work

5.25 Scheduling of Work: Services shall be performed initially within thirty (30) days of the beginning of the Agreement period and thereafter in accordance with the frequency schedule or as coordinated with WSU. Bidders shall include within their methodology description a work plan which indicates daily routine as well as periodic tasks and how they will be scheduled, accomplished and completion verified.

5.26 Service Locations:

Enclosed is the current scope of service locations. The list of locations is subject to change as changes within the division continue. Thirty (30) day notice will be given for cancellation of buildings that will no longer need service.

CONTRACTOR shall complete the task schedule as set forth in the enclosed checklists as follows:

1. Custodian Checklists: Specific to 3800 S Oliver

Exhibit A – 23L

Exhibit B – 13L

2. Custodian Checklists: Specific to 4174 S. Oliver

Exhibit C – 140H

Exhibit D – 163N

Exhibit E - Sawtooth

5.27 Pricing

Compile pricing by utilizing the related **Exhibits A-E** and **Appendix C-Cost Sheet**, which includes the Specifications and Cost Sheet, for the bid. This bid aims to secure a contract for comprehensive janitorial services at Wichita State University National Aviation Research Satellite Locations. The services required encompass daily cleaning duties as outlined in the attached checklists, ensuring a clean and hygienic environment across all specific facilities.

5.28 Invoices

Each service location must be individually invoiced. Invoices shall be forwarded to the using department and must include the following:

- Date of invoice;
- Date of completion of work;
- Bid/Contract number;
- Itemization of all applicable charges; and
- Net amount due.



Personal Acknowledgement Form for External Access to WSU Controlled Spaces

By signing below, I understand and acknowledge each of the following:

1. Pursuant to WSU policy and facility and technology control plans, any and all non-U.S. persons are permitted on IDP premises only through approval by the WSU Office of Export Controls & Compliance.
2. I will only be on-site at WSU for the following timeframe: _____. If there are any alterations in plans, I will reach out to exportcontrols@wichita.edu for confirmation and permission.
3. I will not take any videos, recordings, or photographs in buildings during my visit.
4. I submit to a restricted party screening before coming on-site by submitting my full legal name, date of birth, and nationality to my WSU supervisor prior to my arrival.
5. I must have only controlled, limited access to any IDP facility, digital, and physical spaces. I must be escorted and accompanied by WSU or IDP personnel at all times.
6. I must wear, at all times on the premises, the appropriate badge or indicator that identifies me as a visitor and, the badge of any non-U.S. person must also indicate that information.
7. I have been notified that I may only participate in and have access to results, data, technology, spaces, or research that I am allowed to per facility plan and federal export regulation. Access to WSU or external company proprietary or confidential information will be avoided unless the information has previously been determined to be not restricted for disclosure to me via ITAR, EAR, or other regulations. The Export Controls & Compliance Office (exportcontrols@wichita.edu) can assist in this determination if it is necessary for the individual to have access to company confidential or proprietary information; however, at this time, the noted personnel cannot have access to WSU or external company proprietary or confidential information.
8. Any release of Export-Controlled and/or External Party Confidential/Proprietary information to a non-US Citizen at ASTEC is subject to both U.S. Export Control Regulations and internal compliance measures. Release may constitute a deemed export, which may furthermore require a license. Any release of such technical information or data to a non-US citizen must first be approved and vetted through the WSU Export Controls & Compliance Office (exportcontrols@wichita.edu).

I have read, understood, and will follow the provisions listed above:

WSU Visitor:

Signature:		
Name: Click here to enter text.	Date: Click here to enter a date.	
I am a U.S. Citizen:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If not a U.S. Citizen, Please indicate country of citizenship: Click here to enter text.		

If you have any comments or questions about this form, please reach out to the Export Compliance Office at exportcontrols@wichita.edu.

NAME ("Receiving Party"): _____

DEPARTMENT ("Workgroup"): _____

Effective Date. The Receiving Party understands and agrees that this agreement shall be effective as of the date of last signature below.

Non-Disclosure. As a contractor ("Receiving Party") contracted by Wichita State University ("WSU"), I acknowledge that I have and will receive access and/or knowledge of Confidential Information (as that term is defined below) belonging to WSU and/or third parties. I agree, as a condition of my continued contract with WSU, and in addition to my duties, obligations and restrictions set forth by WSU policies and procedures and as otherwise set forth in my contract with WSU, to not directly or indirectly share, disclose, discuss, use or transfer to any other individual or entity any Confidential Information, except (1) to WSU employees or WSU authorized contractors working in the same Workgroup who have a need-to-know in the performance of the work; (2) as authorized by this Agreement; (3) as authorized in advance in writing by WSU; or (4) as authorized in advance in writing by an authorized employee or agent of the third party when the authorized use, disclosure or transfer is limited to third party Confidential Information. I also agree to exercise a reasonable degree of care to prevent unauthorized disclosure of Confidential Information. I also agree that I will not reverse engineer or attempt to reverse engineer (either by myself or through a third party) any Confidential Information, except as expressly authorized by the owner of the Confidential Information. I understand that the Confidential Information that I have access to or knowledge of may be subject to a confidential agreement entered into between WSU and a third party and I agree to abide by all non-disclosure and restrictive use terms of such agreement. I agree to immediately notify my immediate supervisor and next-level supervisor of any intentional or unintentional disclosure of Confidential Information that I know or believe occurred or may have occurred by me or anyone else.

Confidential Information. "Confidential information" shall include, but is not limited to, the following types of information and other information of similar nature (whether or not reduced to writing) related to any WSU student or employee; complaints, grievances, or reports made by any WSU student or employee or third party; police reports; personnel files; litigation files or documents; all draft WSU policies, procedures, and processes; student, faculty, and staff records; OIEC records and complaints; FERPA and HIPAA protected information; threatened, pending and closed litigation and agency action information; any information relating to OIEC personnel, procedures, and files; media plans; communication drafts; departmental reports and disclosures; financial information; and business operations. Confidential Information shall not include information that has entered the public domain through no fault of WSU or me.

Term. I agree to comply with the terms of this agreement as it relates to the non-disclosure of Confidential Information: (1) for a period of ten (10) years from the last date of disclosure of the Confidential Information; or (2) until the Confidential Information has been introduced or made available to the general public by WSU or the party owning such Confidential Information, whichever is later. I understand the obligations of this agreement shall survive the termination of my employment from WSU.

Liability. I understand that any violation of the terms of this agreement may subject me to action, up to and including immediate termination of my contract with WSU. In the event that I disclose any Confidential Information in violation of this agreement, I agree that I am liable, without limitation, for any and all costs, claims, and damages (including, but not limited to, any special, indirect, incidental, and consequential damages, and reasonable attorneys' fees and costs) sustained by WSU or any third party as a result of the disclosure. I agree that any disclosure in violation of this agreement will cause irreparable injury to WSU and/or to a third party, and accordingly I agree that in addition to any and all other remedies available, WSU shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce the obligations in this agreement, without the necessity of posting bond.

Disclaimer of Rights and Restrictions. I understand that nothing in this Agreement, nor any act of disclosure of Confidential Information, shall be construed as a grant or transfer of any right or license under any patents, copyrights or trade secrets pertaining to such Confidential Information. I further understand that nothing in this Agreement shall be construed as creating an employment contract or a guarantee of employment for any specific duration. I further understand that nothing in this Agreement shall be construed as prohibiting or restricting me from lawfully reporting fraud, waste or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information or disclosing a trade secret for the purpose of reporting or investigating a suspected violation of law in accordance with the Defend Trade Secrets Act of 2016 (18 U.S.C. 1833).

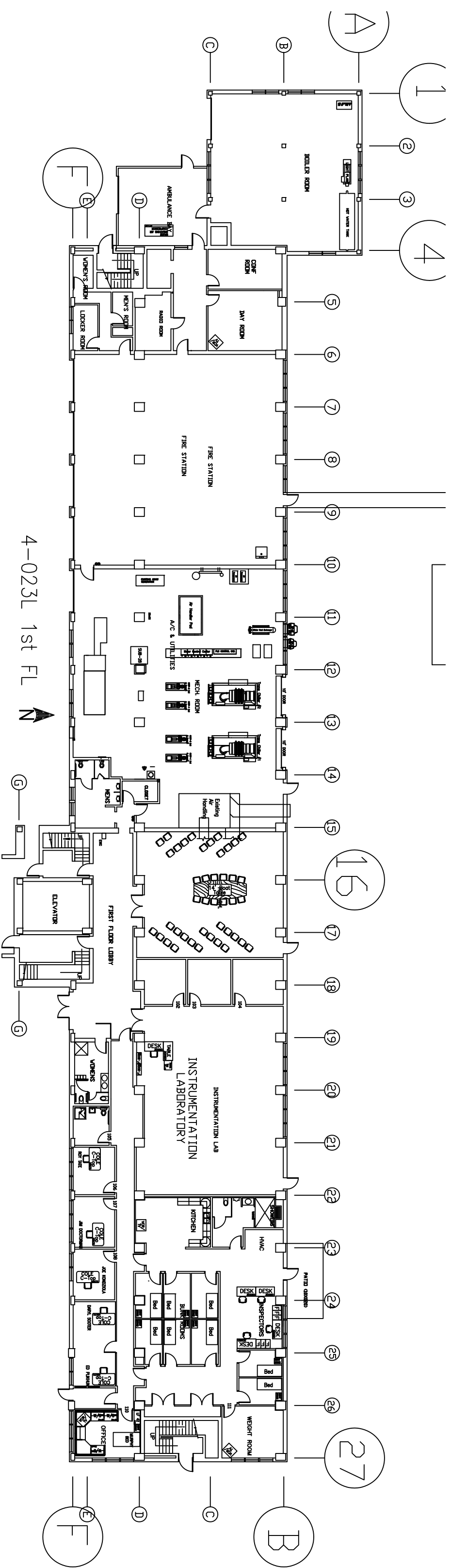
Compliance with Export and Import Laws. I agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technical data that is subject to export controls under export regulations. I further grant WSU permission to provide my name and country of citizenship to any customer or agency who requests this information as may be required for the purpose of fulfilling the terms of an agreement entered into between WSU and the customer.

Choice of Law. This Agreement shall be governed by and interpreted under the laws of the state of Kansas.

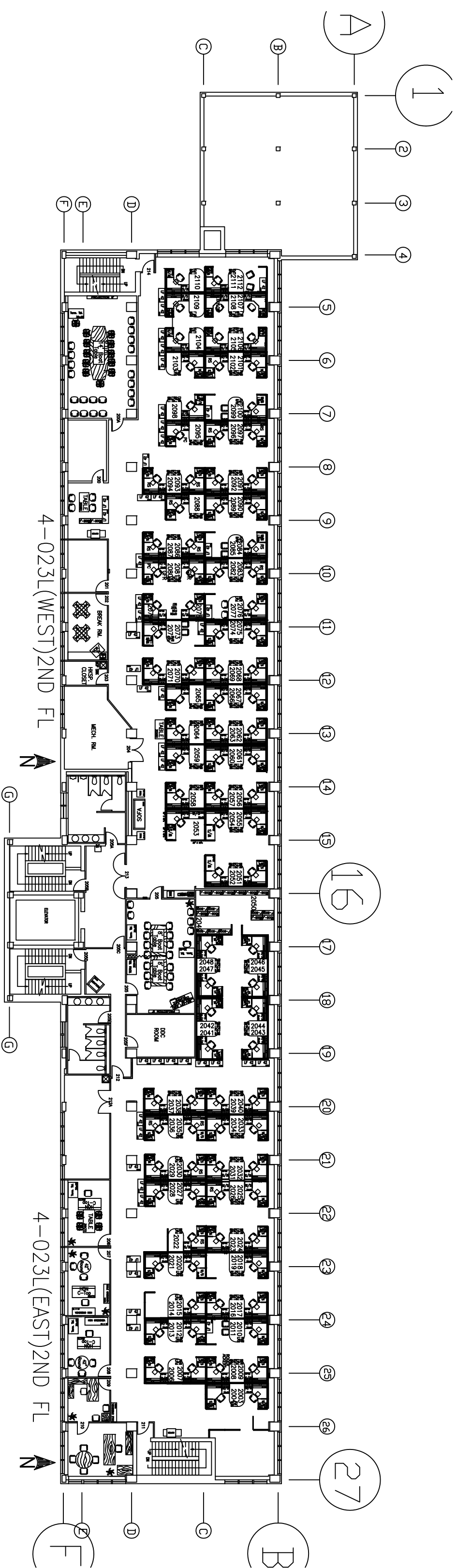
By my signature below, I agree that I have read, understand, and shall abide by the terms and conditions of this Agreement.

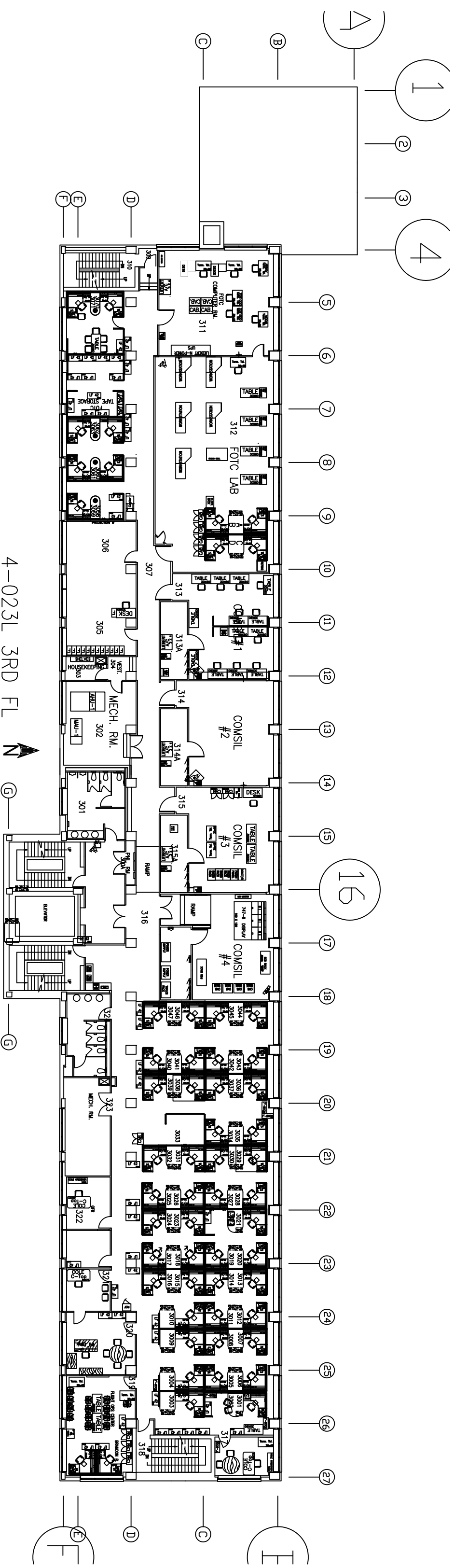
Signature of Receiving Party_____
Date_____
Printed Name/Job Title

Exhibit A (23L) Custodial Checklist		3800 S Oliver (23L); 3 Levels Totaling 39,963 sq ft.	Cleaning Schedule: (M-F)(1 Shift/day)(8am-7pm) {1st floor 10,807 sq ft} {2nd floor 19,437 sq ft} { 3rd floor 9,719 sq ft}
		Notes	
Bathrooms: 1 Mens each floor multiple stalls/1 Women's each floor multiple stalls	Toilets	Seats	Clean daily M-F (1) shifts/day
		Sink Bowls	Clean daily M-F (1) shifts/day
		Fixtures	Clean daily M-F (1) shifts/day
	Urinals	Porcelain	Clean daily M-F (1) shifts/day
		Fixtures	Clean daily M-F (1) shifts/day
	Sinks	Faucets & Handles	Clean daily M-F (1) shifts/day
		Bowls	Clean daily M-F (1) shifts/day
	Counters		Clean daily M-F (1) shifts/day
	Mirrors		Clean daily M-F (1) shifts/day
	Floors	Swept	Clean daily M-F (1) shifts/day
		Mopped	Clean daily M-F (1) shifts/day
	Toilet Paper		Restock as needed
	Hand Soap		Restock as needed
	Sanitary Waste Baskets		Emptied daily
	Stalls & Doors		Wipe once per day
	Walls		Wipe once per day
	Hand Dryers		Wipe once per day
	Trash Bins		Emptied daily
Offices, Work Spaces, & Lobbies	Floors	Swept	Cleaned once per week
		Mopped	Cleaned once per week
		Vacuumed	Cleaned once per week
	Desks	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	Dust	Walls	Cleaned once per week
		Vents	Cleaned once per week
		Shelves	Cleaned once per week
		Décor	No Action
	Rugs		No Action
Trash Bins		Emptied daily	
Halls & Stairs	Floors	Swept	Cleaned once per week
		Mopped	Cleaned once per week
	Railings	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	Walls		Cleaned once per week
Artwork & Décor		No action	
Conference Rooms	Floors Vacuumed		Cleaned once per week
	Chairs		Wiped down once per week
	Furniture	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	TV's	Dusted	No action
		Wiped	No action
	Trash Bins		Emptied daily
	Walls		Wiped down once per week
	Artwork & Décor		No action
	Glass	Windows	Wiped down once per week
Doors		Wiped down once per week	
Break Rooms	Appliances	Microwaves	Wiped daily
		Fridges	Wiped down once per week
		Coffee Makers	Wiped daily
Food Market	Glass	No action	
	Doors & Handles	No action	
Counters		Wiped daily	
Trash Bins		Emptied Daily	
Sinks	Faucets & Handles	Wiped daily	
	Fixtures	Wiped daily	
Tables		Wiped daily	
Chairs		Wiped daily	
Floors	Swept	Wiped daily	
	Mopped	Wiped daily	
Walls		Cleaned once per week	
Artwork & Décor		No Action	



4-023L 1st FL N





4-023L 3RD FL



Exhibit B (13L) Custodial Checklist	3800 S Oliver (13L) Totaling 2,6731 Sq Ft.	Main Floor, and Mezanine	Cleaning Schedule: Weekday Services (M-F)(1 Shift/day)(8am-7pm)
--	---	-------------------------------------	--

		Notes		
Bathrooms: 1 Mens each floor multiple stalls/1 Women's each floor multiple stalls	Toilets	Seats	Clean daily M-F (1) shifts/day	
		Sink Bowls	Clean daily M-F (1) shifts/day	
		Fixtures	Clean daily M-F (1) shifts/day	
	Urinals	Porcelain	Clean daily M-F (1) shifts/day	
		Fixtures	Clean daily M-F (1) shifts/day	
	Sinks	Faucets & Handles	Clean daily M-F (1) shifts/day	
		Bowls	Clean daily M-F (1) shifts/day	
	Counters		Clean daily M-F (1) shifts/day	
	Mirrors		Clean daily M-F (1) shifts/day	
	Floors	Swept	Clean daily M-F (1) shifts/day	
		Mopped	Clean daily M-F (1) shifts/day	
	Toilet Paper		Restock as needed	
	Hand Soap		Restock as needed	
	Sanitary Waste Baskets		Empty twice daily	
	Stalls & Doors		wipe once per day	
	Walls		wipe once per day	
	Hand Dryers		wipe once per day	
	Trash Bins		Empty twice daily as needed	
	Offices, Work Spaces, & Lobbies	Floors	Swept	No action
			Mopped	No action
Vacuumed			No action	
Desks		Dusted	No action	
		Wiped	No action	
Dust		Walls	No action	
		Vents	No action	
		Shelves	No action	
		Décor	No Action	
Rugs			No Action	
Trash Bins		Emptied daily as needed in the Engineering office area, Mezzanine and Lab		
Halls & Stairs	Floors	Swept	No action	
		Mopped	No action	
	Railings	Dusted	No action	
		Wiped	No action	
	Walls		No action	
Artwork & Décor		No action		
Conference Rooms	Floors Vacuumed		No action	
	Chairs		No action	
	Furniture	Dusted	No action	
		Wiped	No action	
	TV's	Dusted	No action	
		Wiped	No action	
	Trash Bins		No action	
	Walls		No action	
	Artwork & Décor		No action	
Glass	Windows	No action		
	Doors	No action		
Break Rooms	Appliances	Microwaves	No action	
		Fridges	No action	
		Coffee Makers	No action	
	Food Market	Glass	No action	
		Doors & Handles	No action	
	Counters		No action	
	Trash Bins		No action	
	Sinks	Faucets & Handles	No action	
		Fixtures	No action	
	Tables		No action	
Chairs		No action		
Floors	Swept	No action		
	Mopped	No action		
Walls		No action		
Artwork & Décor		No action		

Bldg., 13L Layout

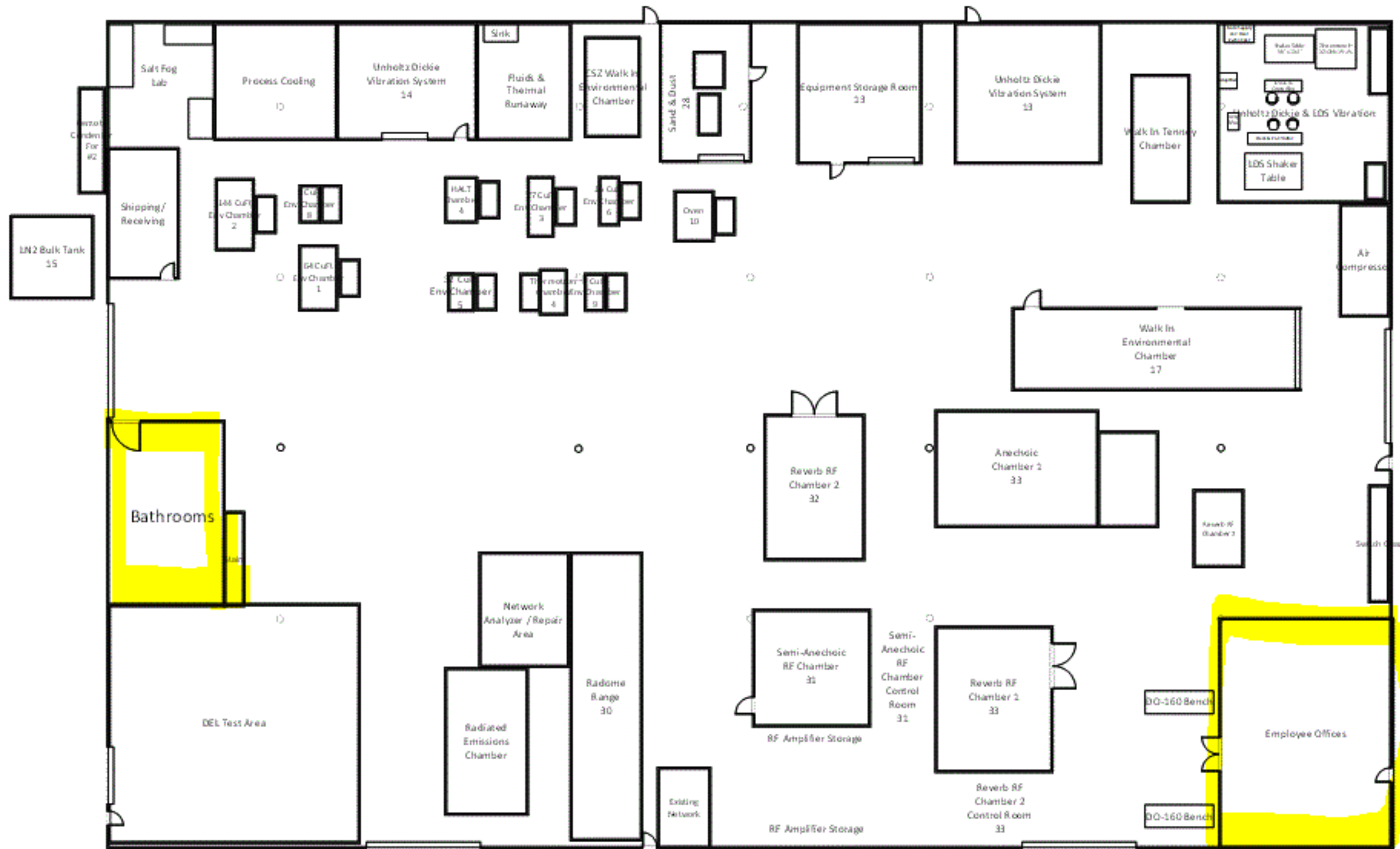
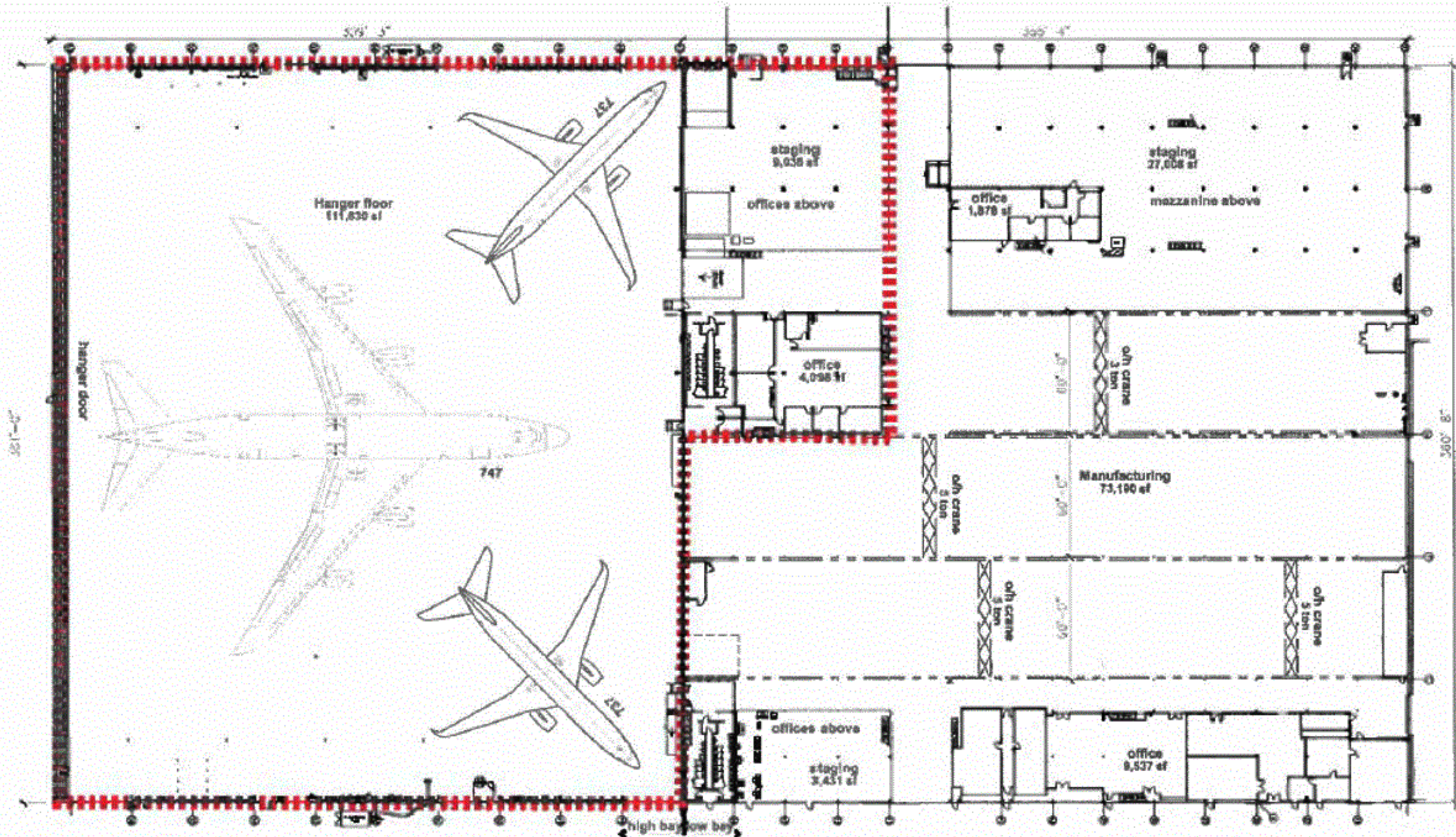


Exhibit C (140H) Custodial Checklist		4174 S Oliver (140H) 2 Levels Totaling: 111,000 sq. ft.	Cleaning Schedule: weekday/weekend Services (S-S)(2 Shifts/day)(6am-10pm)
			Notes
Bathrooms: 1 Mens 6 stalls/1 Women's 5 Stalls downstairs 1st Floor	Toilets	Seats	Clean daily S-S (2) shifts/day
		Sink Bowls	Clean daily S-S (2) shifts/day
		Fixtures	Clean daily S-S (2) shifts/day
	Urinals	Porcelain	Clean daily S-S (2) shifts/day
		Fixtures	Clean daily S-S (2) shifts/day
	Sinks	Faucets & Handles	Clean daily S-S (2) shifts/day
		Bowls	Clean daily S-S (2) shifts/day
	Counters		Clean daily S-S (2) shifts/day
	Mirrors		Clean daily S-S (2) shifts/day
	Floors	Swept	Clean daily S-S (2) shifts/day
		Mopped	Clean daily S-S (2) shifts/day
	Toilet Paper		Restock as needed
	Hand Soap		Restock as needed
	Sanitary Waste Baskets		Empty twice daily
	Stalls & Doors		Wipe once per day
	Walls		Wipe once per day
	Hand Dryers		Wipe once per day
	Trash Bins		Empty twice daily
Offices, Work Spaces, & Lobbies	Floors	Swept	Cleaned once per week
		Mopped	Cleaned once per week
		Vacuumed	Cleaned once per week
	Desks	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	Dust	Walls	Cleaned once per week
		Vents	Cleaned once per week
		Shelves	Cleaned once per week
		Décor	No Action
	Rugs		No Action
Trash Bins		Emptied daily	
Halls & Stairs	Floors	Swept	Cleaned once per week
		Mopped	Cleaned once per week
	Railings	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	Walls		Cleaned once per week
Artwork & Décor		No action	
Main Areas (hangar Floor)	Floors	Swept	No action
		Mopped	No action
	Trash Bins		No action
	Ledges		No action
	Walls		No action
	Artwork & Décor		No action
Floors Vacuumed		Cleaned once per week	

Exhibit 2
Floor Plan of Leased Premises
 Initial months of the Lease



High Bay (south end)	S.F.
Total first floor:	111,630

Total first and second level: 264,492 sf

Low Bay (north end)	S.F.
Offices:	15,513
Manufacturing:	73,190
Staging area:	39,475
Total first floor:	128,178



drawing is a general guide only and not intended to be all inclusive or complete



First Floor Plan

Exhibit 2
 Page 1 of 2



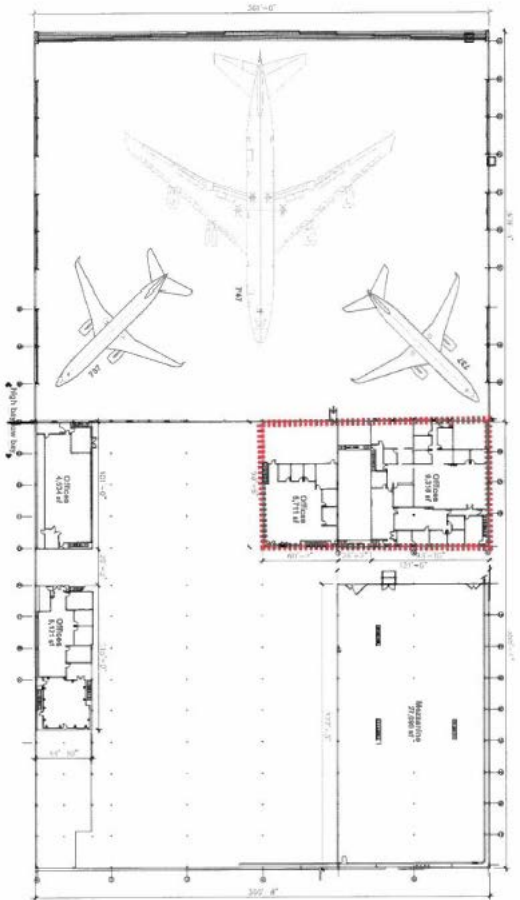
STUDIO
 1010 S. Broadway - Suite 1010
 Wichita, KS 67202

Air Capital Flight Line
Building 140H

AIR CAPITAL FLIGHT LINE
 316.512.3260 - 4174 S OLIVER
 WICHITA KS 67210

Exhibit 2
Floor Plan of Leased Premises
 As of Expansion Date

Exhibit 2
Page 2 of 2



Total first and second level: 264,492 sq ft

Low Bay (north end) 35,174 sq ft
Offices: 229,318 sq ft



1" = 100' (vertical & horizontal) in relation to the floor plan
 1" = 200' (diagonal) in relation to the floor plan

2 Second Floor Plan

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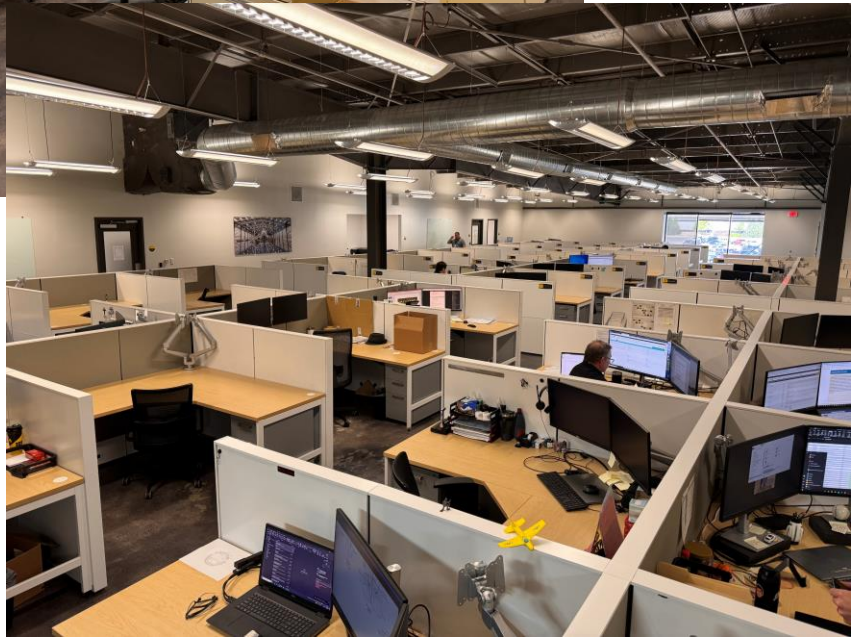
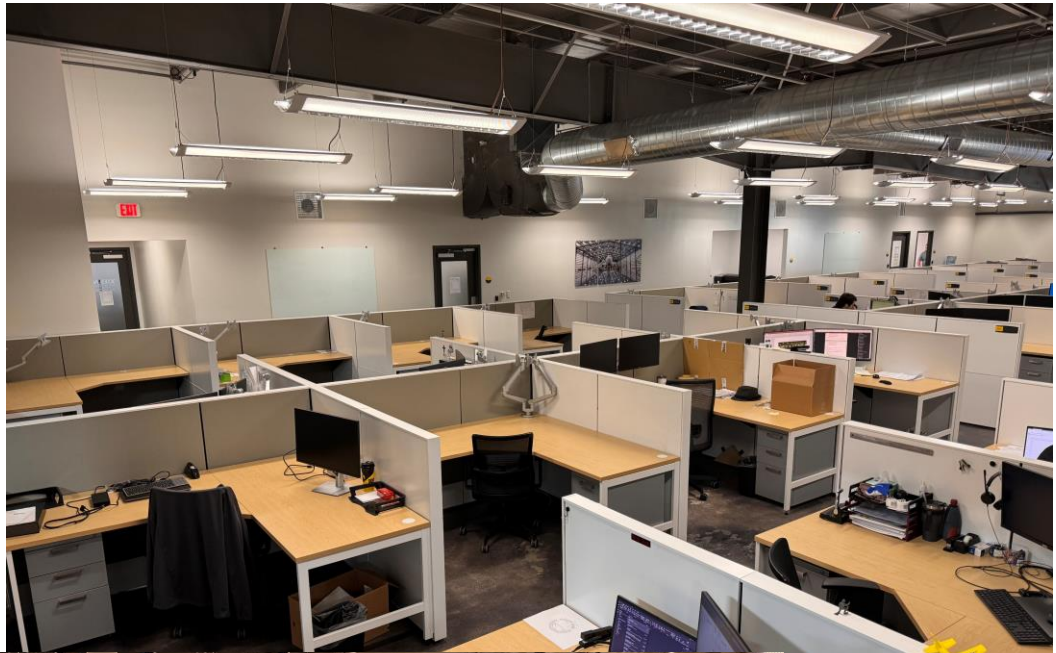
Bathrooms – 140H



Break Room 140H



Cubicles West 2nd floor 140H



Cubicles East

2nd Floor 140H



Upstairs Break Room

140H 2nd Floor

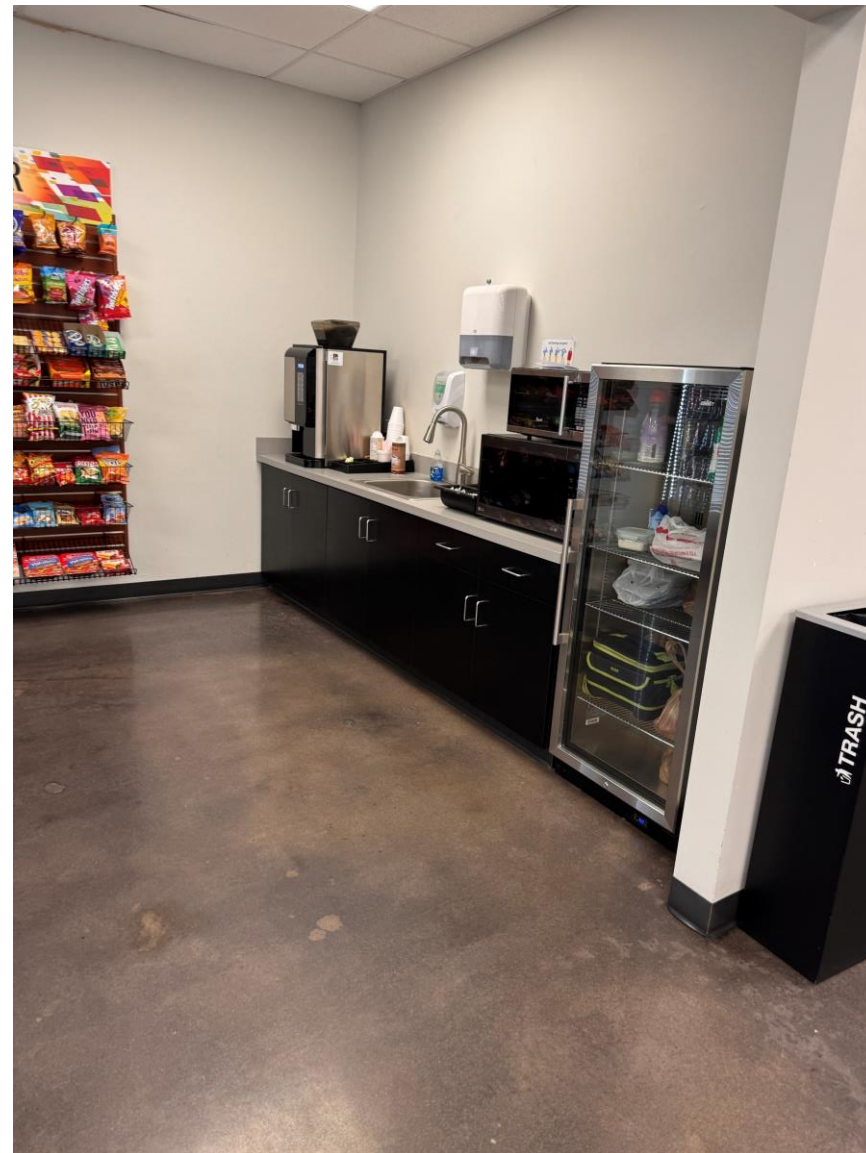
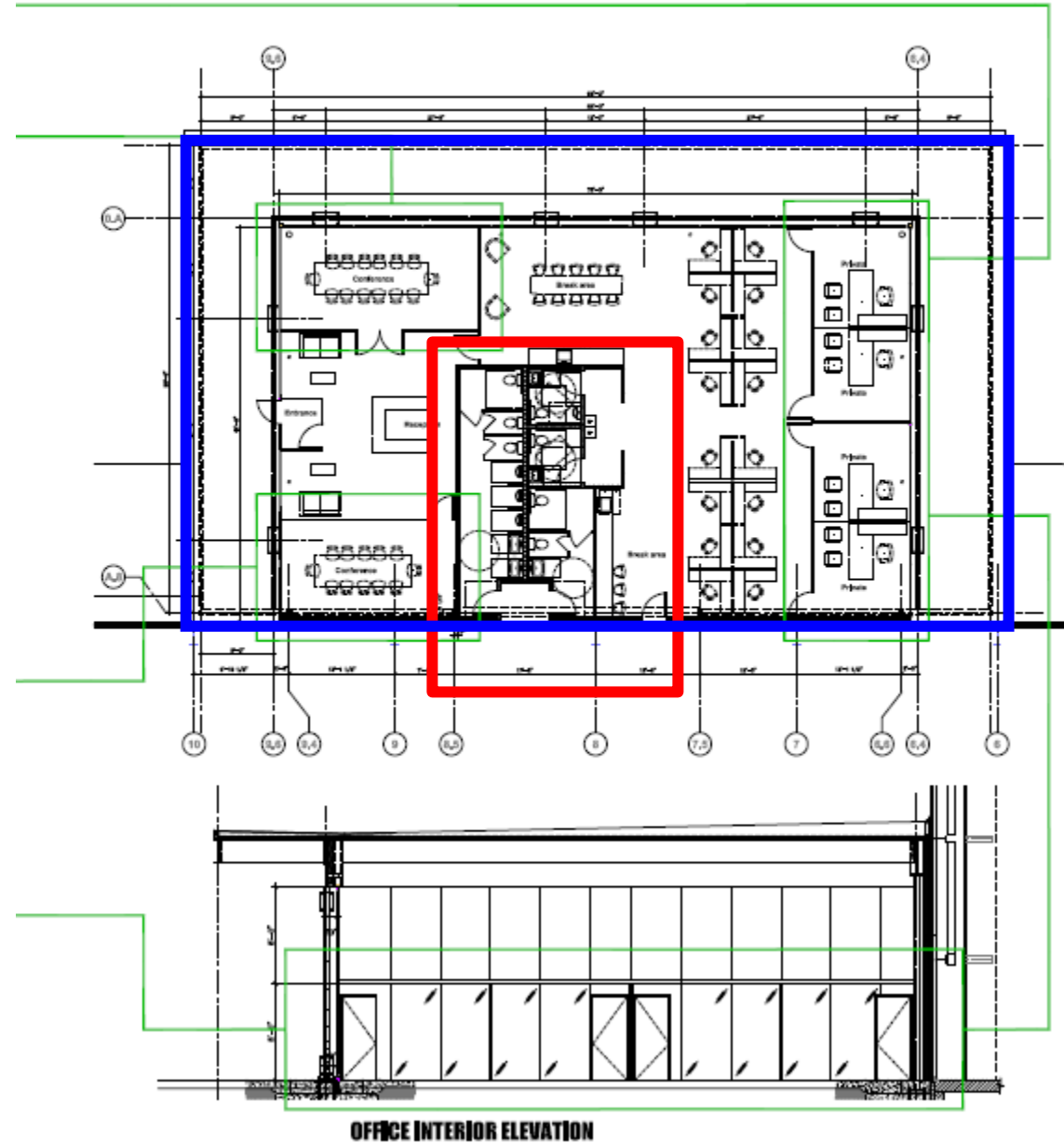


Exhibit D (163N) Custodial Checklist	4174 S Oliver - (163N) Totaling: 80,000 sq. ft.	Cleaning Schedule: Weekday Services (M-F) (2 Escorted Shifts/day) (8am-3pm)
---	--	--

		Notes	
Bathrooms: (2) Mens 4 stalls/(2) Women's 3 Stalls downstairs 1st Floor	Toilets	Seats	Clean daily M-F (1) shifts/day
		Sink Bowls	Clean daily M-F (1) shifts/day
		Fixtures	Clean daily M-F (1) shifts/day
	Urinals	Porcelain	Clean daily M-F (1) shifts/day
		Fixtures	Clean daily M-F (1) shifts/day
	Sinks	Faucets & Handles	Clean daily M-F (1) shifts/day
		Bowls	Clean daily M-F (1) shifts/day
	Counters		Clean daily M-F (1) shifts/day
	Mirrors		Clean daily M-F (1) shifts/day
	Floors	Swept	Clean daily M-F (1) shifts/day
		Mopped	Clean daily M-F (1) shifts/day
	Toilet Paper		Restock as needed
	Hand Soap		Restock as needed
	Sanitary Waste Baskets		Empty twice daily
	Stalls & Doors		Wipe once per day
	Walls		Wipe once per day
	Hand Dryers		Wipe once per day
Trash Bins		Empty twice daily	
Offices, Work Spaces, & Lobbies	Floors	Swept	Cleaned once per week
		Mopped	Cleaned once per week
		Vacuumed	Cleaned once per week
	Desks	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	Dust	Walls	Cleaned once per week
		Vents	Cleaned once per week
		Shelves	Cleaned once per week
		Décor	No Action
	Rugs		No Action
	Trash Bins		Emptied daily
Main Areas (hangar Floor)	Floors	Swept	No action
		Mopped	No action
	Trash Bins		No action
	Ledges		No action
	Walls		No action
	Artwork & Décor		No action
Conference Rooms	Floors Vacuumed		Cleaned once per week
	Chairs		Wiped down once per week
	Furniture	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	TV's	Dusted	No action
		Wiped	No action
	Trash Bins		Emptied daily
	Walls		Wiped down once per week
	Artwork & Décor		No action
Glass	Windows	Wiped down once per week	
	Doors	Wiped down once per week	

163N

Red box is bathrooms
Blue perimeter is offices.
Hangar floor not shown does not need to be cleaned.



3TEN 316442696
919 W 2nd St, Wichita, KS 67203
© 2018 3TEN STUDIO, INC.

**NIAR - WSU
HANGAR OFFICE**
4174 S. OLIVER WICHITA, KS 67210

Exhibit E (Sawtooth) Custodial		4174 S Oliver – SAWTOOTH 350 sq. ft.	Totaling	Cleaning Schedule: Weekday Services (M-F) (1 shift/day) (8am - 3pm)
				Notes
Bathrooms: 1 Mens multiple stalls/1 Women's multiple stalls	Toilets	Seats		Clean daily M-F (1) shifts/day
		Sink Bowls		Clean daily M-F (1) shifts/day
		Fixtures		Clean daily M-F (1) shifts/day
	Urinals	Porcelain		Clean daily M-F (1) shifts/day
		Fixtures		Clean daily M-F (1) shifts/day
	Sinks	Faucets & Handles		Clean daily M-F (1) shifts/day
		Bowls		Clean daily M-F (1) shifts/day
	Counters			Clean daily M-F (1) shifts/day
	Mirrors			Clean daily M-F (1) shifts/day
	Floors	Swept		Clean daily M-F (1) shifts/day
		Mopped		Clean daily M-F (1) shifts/day
	Toilet Paper			Restock as needed
	Hand Soap			Restock as needed
	Sanitary Waste Baskets			Empty twice daily
	Stalls & Doors			Wipe once per day
	Walls			Wipe once per day
	Hand Dryers			Wipe once per day
	Trash Bins			Empty twice daily

Facilities – Wichita, KS

Hangar 16K

- 40,000 sq ft
- DCMA Hangar

Hangar 140H

- 111,000 sq ft

Hangar 161N

- 80,000 sq ft
- Coming 2024

Hangar 163N

- 80,000 sq ft

Hangar 165N

- 80,000 sq ft

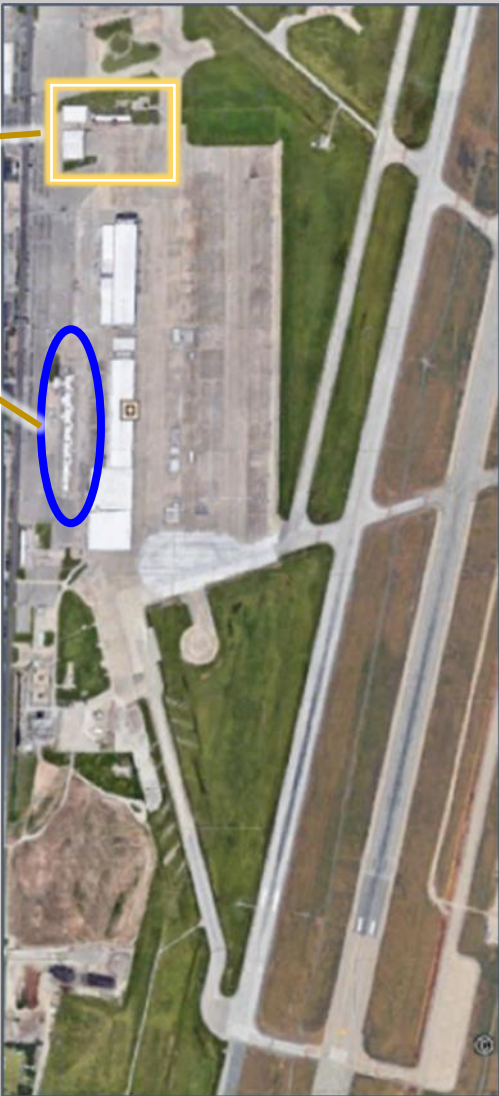
311,000 sq ft of Hangar Space

Building 13L

- Environmental Test
- Office space

Building 23L

- Engineering/Flt Test
- Secure facilities



Appendix C - Cost Sheet

I/we agree to furnish all materials and labor necessary to perform the service necessary to clean and maintain the specified the University offices in accordance with the specifications herein.

CONTRACTOR NAME: _____

Price to **EXCLUDE** toilet paper, paper towels, seat covers, feminine products, hand soap & sanitizer and trash can liners.

Billing to be set up per monthly/per location, after janitorial services have been performed.

PROPOSAL SPECIFIC ONLY TO THOSE WSU NIAR SATELLITE LOCATIONS IDENTIFIED IN THE SCOPE OF WORK:

As referenced in **Exhibit A**, for weekday services (M-F) (1 Shift/day) (8am-7pm) at 3800 S Oliver (**23L**); **3 Levels** Totaling 39,963 sq. ft. of space, inclusive of both men's and women's restrooms, offices, workspaces, lobbies, halls, stairs, conference rooms and break rooms ONLY. Cleaning only in specified areas in building, **as referenced in Exhibit A. Cost for cleaning \$ _____ Per Month**

As reference in **Exhibit B**, for weekday services (M-F) (1 Shift/day) (8am-7pm) 3800 S Oliver (**13L**) Totaling 2,673 sq. ft. of space; inclusive of both men's and women's rest rooms, Mezzanine area above rest rooms, office, and lab areas. Cleaning only in specified areas in building, **as referenced Exhibit B. Cost for cleaning \$ _____ Per Month**

As referenced in **Exhibit C**, for weekday/weekend services (S-S) (2 Shifts/day) (6am-10pm) at 4174 S Oliver (**140H**) **2 Levels** Totaling: 111,000 sq. ft. of space, inclusive of both men's and women's restrooms, offices, workspaces, lobbies, halls, stairs, conference rooms and break rooms ONLY. Cleaning specified areas in building, **as referenced in Exhibit C. Cost for cleaning \$ _____ Per Month**

As referenced in **Exhibit D**, for weekday services (M-F) (1 **{Escorted}** Shift/day) (8am-3pm) at 4174 S Oliver - **163N** Totaling: 80,000 sq. ft. of space, inclusive of both men's and women's restrooms, offices, workspaces, lobbies, halls, stairs, conference rooms and break rooms ONLY Cleaning specified areas in building, **as referenced in Exhibit D. Cost for cleaning \$ _____ Per Month**

As referenced in **Exhibit E**, for weekday services (M-F) (1 Shift/day) (8am-3pm) at 4174 S Oliver – **SAWTOOTH** Totaling 350 sq. ft. of space, inclusive of both men's and women's restrooms ONLY. Cleaning specified areas in building, **as referenced in Exhibit E. Cost for cleaning \$ _____ Per Month**

Proposal Rates Specific to Additional Work: In addition to the services scheduled, there may be a need for additional cleaning activities for the specific locations listed in Exhibits A-E. These over and above activities will be coordinated with the contractor and bid separately in writing. The labor rate shall be that as defined in the contractor's proposal for additional work. Any additional equipment and/or supplies shall be identified in the quotation. Authorization for this work will be sent to the contractor by WSU in writing. **Billing to be set per location/monthly, after janitorial services have been performed.**

CONTRACTOR NAME: _____

Cost \$ _____ per man hour (on-call hourly rate) (any WSU NIAR Satellite locations)

Cost \$ _____ per sq. ft. for the following services, when requested in writing:
Carpet Cleaning

Appendix D - References

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____

E-Mail: _____



WICHITA STATE
UNIVERSITY
OFFICE OF PURCHASING

B0001862-Appendix E

B0001862. Janitorial Services NIAR Satellite Locations

On-Site Visit Date:

Itinerary: Destination NIAR WERX South

1. Starting Location: 3800 S Oliver Bldg. 23L Wichita KS 67210 Gate Code 1031#
2. Meet outside lobby with Allison Bonitati Park for walking tour through the building, 1st, 2nd and 3rd floor viewings.
3. Next location: Walk from 3800 S Oliver Bldg. 23L to 3800 s Oliver Bldg. 13L. Meet with Jim Dellinger For walking tour of first floor and mezzanine of 13L.
4. Get in Cars and follow Allison Bonitati to the Hangar buildings.
5. Starting at 4174 S Oliver Bldg. 140H. This will be a walking tour of the 1st and 2nd floor.
6. Next, we will head to 4174 S Oliver Bldg. 163N we will walk to this hangar from 140H with an escort.

After this building the parties will be dismissed.

ATTACHMENT 6: TAX DOCUMENTATION AND INSURANCE

All suppliers new to WSU are required to submit a completed tax ID form to the Office of Purchasing as confirmation of their business identity. This information is used to build supplier profiles in the three databases that support encumbrances from our electronic requisitioning system. A scanned image of your tax ID form will be included in the profiles. Please submit documentation with your proposal.

All bidders will submit proof of the following required insurance to WSU with their proposal:

1. **Comprehensive General Liability Insurance.** Bidder shall maintain comprehensive general liability insurance with limits not less than \$1 million for each occurrence involving bodily injury and property damage, a general aggregate of \$2 million and products-completed operation aggregate of \$1 million. Such coverage must include premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
2. **Comprehensive Automobile Liability Insurance.** Bidder shall maintain comprehensive automobile liability insurance with limits not less than \$500,000 for bodily injury and property damage combined, and must cover all owned, non-owned or hired vehicles of Bidder.
3. **Worker's Compensation Insurance.** Bidder shall maintain worker's compensation insurance and as required by Kansas law.
4. **Property Insurance.** Bidder shall maintain insurance in an amount of not less than \$500,000 to cover all sums, which Bidder will legally be liable to pay be reason of liability for damages to or destruction of WSU property, including the loss of use thereof.
5. **Employees Dishonesty Bond.** Bidder shall secure a blanket employees' dishonesty bond with minimum limits of \$40,000 per loss.

All insurance shall be maintained at bidder's sole expense. Insurance and bonds must be with a Contractor or companies qualified to do business in Kansas or in the state where the Services are being performed, as acceptable to WSU, and written on the standard approved certification forms. CONSULTANT must furnish a certificate showing that such insurance upon execution of any Contract and no less than annually thereafter.

All liability insurance policies will name WSU as additional insured with respect to claims, demands, suits, judgments, costs, charges, and expenses arising out of, or in connection with, any loss, damage, or injury resulting from the negligence or other fault of Bidder, its agent, representatives, and employees.

ATTACHMENT 7: BIDDER SIGNATURE SHEET

INSTRUCTIONS TO BIDDER: Please respond to all questions below. If you intend to rely on any marketing materials or separately submitted proposal document in response to any of the below questions, please reference such materials in response to the relevant question and provide that material along with your responses. Mark any information that is proprietary or business trade secrets as "CONFIDENTIAL."

1. RFP Name:			
2. Bidder Legal Name:			
3. FEIN Number:			
4. Any Other Relevant Name under which Bidder Operates:			
5. Bidder Parent Contractor, if any:	Corporation <input type="checkbox"/>		
	Limited Liability Contractor <input type="checkbox"/>		
	Not for Profit <input type="checkbox"/>		
	Other <input type="checkbox"/> Describe:		
6. Identify Corporate Structure:			
7. Address:			
8. Main Telephone Number:			
9. Contact Person if Awarded Bid:	Name:		
	Title:		
	Phone Number:		
	E-Mail:		
10. Do you certify that this Proposal meets the minimum Performance Specifications set forth in Attachment 5?			Yes <input type="checkbox"/> No <input type="checkbox"/>
11. Do you acknowledge that you have received all Attachments referenced in this RFP and have, as of the time of submission, reviewed the Purchasing Website for any supplemental terms or amendments?			Yes <input type="checkbox"/> No <input type="checkbox"/>
12. If awarded a Contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.			
Address:			
City, State, Zip			
Phone Number:			

By my signature below, I hereby certify that this Proposal is being submitted on behalf of the person, Contractor, organization or entity identified above, that I have the authority to submit this Proposal and all certifications, is in accordance with the RFP specifications set forth herein and is a complete and accurate statement of skills, qualifications, service guarantees and costs. I further hereby certify that I do not have and am unaware that Bidder has 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.

Name of Authorized Official: _____ **Title:** _____

Signature: _____ **Date:** _____

ATTACHMENT 8 FEDERAL FLOWDOWN TERMS AND CONDITIONS

Please Note: The provisions in this attachment are required by the federal government to be included in RFPs for projects which involve federal awards. If the project does not involve federal grants, awards, or programs, some or all of these provisions may not apply.

Wichita State University has entered into an Agreement with either the U.S. Government or another entity who has itself entered into an Agreement with the U.S. Government. That Agreement requires that certain federal contract provisions be made a part of subsequent purchase orders, RFPs, and/or contracts issued by WSU related to furthering the performance or deliverables required under the original Agreement ("Flowdown Terms and Conditions"). Bidders agree to comply with all applicable Flowdown Terms and Conditions and agree to include the same requirements in any agreements or contracts with lower-tier subcontractors, as applicable. The following Flowdown Terms and Conditions are applicable to this RFP:

- 1. EQUAL OPPORTUNITY.** During the performance of this Contract, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information. (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the provisions of paragraphs (1) through (8) in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September

24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided; however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. 41 C.F.R. § 60-1.4(a)

- 2. DEBARMENT AND SUSPENSION.** A contract award (see, 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor, by executing this Contract, certifies that it is not presently suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, and that should the Contractor become suspended, debarred, proposed for debarment, or otherwise excluded by the federal government, the Contractor shall immediately notify WSU. The Excluded Parties List System has been consolidated within the System for Award Management at <https://www.sam.gov/portal/public/SAM/>. (E.O.s 12549 and 12689)
- 3. DOMESTIC PREFERENCE FOR PROCUREMENTS.** Contractor and its Subcontractors shall comply with 2 C.F.R. 200.322. The requirements of Part 200.322 include providing a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). As described in 2 C.F.R. 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Additionally, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 4. PROHIBITION ON CERTAIN TECHNOLOGIES (2 C.F.R. 200.216).** Contractor and its Subcontractors shall comply with Section 889 of the National Defense Authorization Act of 2019. The requirements of Section 889 include a prohibition on the procurement or use of certain telecommunications and video surveillance services or equipment. Contractor and its Contractors are prohibited from obligating or expending federal funds to (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Contractor or ZTE Company (or any subsidiary or affiliate of such entities). Covered video surveillance equipment is video surveillance equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- 5. BYRD ANTI-LOBBYING AMENDMENT.** If this Contract or Subcontract, as applicable, is valued over one hundred thousand dollars (\$100,000.00), each tier is required to certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to WSU.