

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

RFP Number: B0001847

RFP Issuance Date: Friday, March 22nd, 2024

RFP Question Deadline: Friday, March 29th, 2024 @ 5:00pm CST

RFP Closing Date: Friday, April 12th, 2024 @ 2:00pm CST

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

Item / Service: **Translation and Interpretation Services**

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

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

Service Locations: **Heartland Environmental Justice Center**

Period of Contract: April 1st, 2024, through March 31st, 2028

Guarantee: No Monetary Guarantee Required

RFP Scope: WSU is issuing this Request for Proposal (“RFP”) to solicit proposals (“Proposals”) from a qualified translation and interpretation professional (“Bidders”) to provide translation and interpretation services as needed throughout the duration of our grant project period. Projects may vary in scope, scale and occurrence.

Procurement Type: Sealed Bid (See Section 2.1)

READ THIS RFP CAREFULLY AND CHECK FOR UPDATES

This RFP (Number B0001847) 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 sole 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. 45-215, *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 twenty-five thousand dollars (\$25,000.00) 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: Pursuant to K.S.A. 75-37,103, a Bidder may be debarred from consideration for award of contracts for a period of up to three (3) years for any of the reasons set forth in K.S.A. 75-37,103(b).

1.13. Immigration Reform: The Bidder agrees, if awarded a Contract, it shall comply with the Immigration and Reform Control Act of 1986 (IRCA; 8 C.F.R. Ch. 1, Sub Ch. B, Pt. 245a), 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.

2.4. Pre-Proposal On-Site Visit: No Pre-Proposal conference is scheduled for this RFP.

2.5. 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.

2.6. 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.

2.7. 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:

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.
10. Bidder's anticipated ability to meet RFP requirements.

2.8 Proposal Disclosures:

2.8.1 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

2.8.2 Copies of individual Proposals may be obtained under the Kansas Open Records Act (KORA), K.S.A. 45-215, *et seq.*, by submitting an Open Records Request at <https://openrecords.wichita.edu>. Once your request is received, you will be provided an estimate of the cost. 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.

2.9 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.

2.10 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 subsequently for signature.

2.11 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

Proposal Form & Certifications

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.

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

3.1 Preparation of Proposal:

3.1.1 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.

3.2 Submission of Proposals:

3.2.1 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.

3.2.2 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 email 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 Dropbox.
- 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.

3.2.3 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, **B0001847-Translation and Interpretation Services**

3.2.4 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.

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

3.3 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.

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

3.5 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.

3.6 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") will be required to enter into a separate written Contract with WSU. This Contract shall be in substantially the same form as that set forth in Exhibit A. 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/administration/generalcounsel/DA-146a.php> 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 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 (2) years after termination of employment with WSU.

4.10 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 (KORA) 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.

4.11 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.

4.12 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, rules or regulations may result in termination of the Contract.

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

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 Anti-Kickback: When WSU has reasonable grounds to believe that a violation of the Anti-Kickback Act of 1986 (41 U.S.C. 87, *et seq.*, as amended) 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 one hundred thousand dollars (\$100,000.00).

4.22 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.

4.23 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.

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

4.25 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.

4.26 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.

4.27 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.

4.28 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 purposes 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 twenty-five percent (25%) 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.

4.29 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.

4.30 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.

4.31 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.

4.32 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.

4.33 New Materials, Supplies or Equipment: Unless otherwise specified, all materials, supplies or equipment offered by a contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

4.34 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**.

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered as of the date of the last signatures to this Agreement (“Effective Date”), by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, on behalf of its Environmental Finance Center, 1845 Fairmount, Wichita, Kansas 67260-0007, (hereinafter “WSU”) and **CONTRACTOR TBD** and its employees, subsidiaries and affiliates, doing business at **ADDRESS** (hereinafter “CONSULTANT”), referred individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, WSU has received a grant from the U.S. Environmental Protection Agency (“EPA”) entitled “Environmental Justice Thriving Communities Technical Assistance Centers Program” (hereinafter “Grant”);

WHEREAS, WSU has received permission from the EPA and/or is allowed under the terms of the Grant to utilize the services of CONSULTANT;

WHEREAS, WSU is desirous of retaining the services of CONSULTANT to provide **Translation and Interpretation Services**;

WHEREAS, the Parties deem it to be to their mutual benefit and advantage to set forth the terms of their agreement in writing;

NOW, THEREFORE, in consideration of the above premises and the individual and mutual promises of the Parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the Parties:

1. **Term.** That the term of this Agreement for Professional Services shall be considered to begin **DATE** and to continue through the earlier of: (i) **DATE** (ii) the conclusion of the Services as agreed to in writing by the Parties, or (iii) the termination of the Agreement as provided in Section 2.
2. **Termination.**
 - 2.1. Notwithstanding the right to immediate termination provided in Section 2.2, either Party may terminate the Agreement without limitation, upon the provision of fifteen (15) days written notice to the other party.
 - 2.2. WSU may terminate this Agreement upon written notice to CONSULTANT, and such termination shall be effective three calendar days from the date of delivery of such notice, should any of the following occur: (i) funds are not available for this Agreement, or if funds are not specifically appropriated for this Agreement in WSU’s final budget; (ii) CONSULTANT becomes insolvent or files for bankruptcy; (iii) CONSULTANT fails to deliver the Services within the time specified by this Agreement or any written extension; (iv) CONSULTANT fails to make progress or meet any of the progress deadlines, so as to endanger performance of this Agreement; or (v) if CONSULTANT is in breach of any other term of this Agreement and CONSULTANT fails to cure such breach within five (5) business days of receipt of notice of such breach.



- 2.3. CONSULTANT may terminate this Agreement following written notice of intent to terminate to WSU and expiration of a fifteen (15) business day right to cure period in the event WSU fails to deliver the Compensation within the time specified by this Agreement or any written extension.
 - 2.4. CONSULTANT shall continue all Services not canceled. In the event of cancellation of this Agreement, WSU may require CONSULTANT to deliver to WSU all work in process existing as of the date of cancellation.
 - 2.5. Upon termination, WSU shall compensate CONSULTANT for approved Services rendered through the date of notice of termination and CONSULTANT shall immediately return any and all work in process, and all projects, materials or work product to WSU, existing as of the date of notice of cancellation or as otherwise specified by WSU.
- 3. Services.** CONSULTANT will be responsible for the professional services as outlined in the Statement of Work attached hereto as ATTACHMENT A and related tasks as are assigned by WSU staff in writing, which are made a part of this Agreement by this specific reference (“Services”). CONSULTANT also agrees to comply with the following terms and conditions:
- 3.1. Before any work commences, CONSULTANT and WSU will discuss the task and scope of work and arrive at a mutually agreeable amount of time to be spent on the task and the date that the task will be completed.
 - 3.2. CONSULTANT shall not perform any Services outside of the Statement of Work except as approved in advance and in writing by WSU. Any changes to CONSULTANT’s pricing or additional costs assessed by CONSULTANT must be approved in writing by WSU before any work commences.
- 4. Payment for Services.** That in consideration of the Services and assistance rendered to WSU by CONSULTANT, WSU will pay CONSULTANT **AMOUNT (\$XXXX.00)**, which shall be paid to CONSULTANT upon completion of deliverables and receipt of invoices, it being specifically understood and agreed by the Parties that said payment is intended to compensate CONSULTANT for all CONSULTANT’s expenses, including, but not limited to, travel, meal, and overnight accommodation expenses; and other authorized expenses that are incurred in the performance of this Agreement. Changes to CONSULTANT’s rate must be approved in writing by WSU before any work commences. CONSULTANT will submit invoices upon completion of deliverables to: **XXXX, Wichita State University, Heartland Environmental Justice Center, 1845 Fairmount, Wichita, Kansas 67260-0155**. Invoices should reference the project number R53649 and this Agreement **#XXXXX**. Payment shall be due net forty-five (45) days from the date of an acceptable invoice, which invoice date shall not be in advance of the date of shipment or the acceptance of the Services and/or Work Product or other deliverables (as applicable), whichever is later, in which case the payment period commences on such later date.
- 5. Relationship of the Parties and Independent Contractor Status.** The Parties agree that CONSULTANT undertakes the furnishing of Services pursuant to the terms of this Agreement as an independent contractor. The Parties agree that WSU shall not control or have the right to control what CONSULTANT does and how CONSULTANT performs the work. Nothing in this Agreement shall be construed as creating any type of employment, partnership, or affiliate relationship between the Parties. Neither Party has any responsibility nor liability for the actions of the other Party except as specifically provided in this Agreement. Neither Party has any right or authority to bind or obligate the other Party in any manner or make any representation of warranty on behalf of the other Party. CONSULTANT shall receive no compensation except that set forth in



this Agreement and CONSULTANT shall not be entitled to any of the benefits, perquisites or emoluments of employment normally provided to WSU employees.

6. Qualifications; Key Personnel; Subcontracting.

6.1. CONSULTANT warrants CONSULTANT, and all personnel assigned by CONSULTANT to perform any Services under this Agreement, are fully trained and qualified to perform the Services required and shall meet all personnel qualifications required by WSU. CONSULTANT shall be responsible to ensure all approved Subcontractors adhere to the same personnel qualifications. WSU may, in its sole discretion and in furtherance of its best interests, refuse any person, including CONSULTANT, CONSULTANT employees, or Subcontractors, the ability to perform Services under this Agreement or on WSU property, and may, upon written request, require any employee or Subcontractor be replaced at any time, with or without cause. CONSULTANT's failure to comply with any such directive or request shall be considered a failure to perform under the Agreement and subject to immediate termination as set forth in Section 2.2 of this Agreement.

6.2. Due to CONSULTANT's unique abilities, CONSULTANT shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of WSU. CONSULTANT shall remain fully liable and responsible for the work to be done by Subcontractor(s) and shall assure compliance with all requirements of this Agreement.

7. Equipment. CONSULTANT shall use its own equipment, tools, and supplies, except as required by WSU or as required by a third-party receiving the benefit of CONSULTANT'S Services.

8. Insurance. CONSULTANT must procure and maintain, at CONSULTANT'S expense, during the period of Agreement, the insurance and bonds described herein. Insurance and bonds must be with a company 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 this Agreement and no less than annually thereafter.

8.1. Liability Insurance. 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 CONSULTANT, its agent, representatives, and employees. CONSULTANT must furnish certificates of insurance to WSU in the following minimum limits prior to execution of an agreement:

8.1.1. Comprehensive General Liability Insurance. CONSULTANT 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.

8.1.2. Worker's Compensation Insurance. CONSULTANT shall maintain worker's compensation insurance and as required by Kansas law.

9. Travel. CONSULTANT understands and agrees that travel to and from WSU and third-party facilities, and between such facilities, may be necessary for completion of project or scope of work. Such travel shall not be subject to reimbursement except as set forth in this Agreement or as agreed to in advance by the parties.



10. Indemnification and Hold Harmless.

- 10.1. CONSULTANT shall indemnify and hold harmless WSU against any and all loss or damage to the extent arising out of CONSULTANT's performance of Services under this Agreement or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this Agreement.
- 10.2. WSU shall not be precluded from receiving the benefits of any policy coverage or proceeds that an insurance company may carry which provides for indemnification for any loss or damage to property in CONSULTANT's custody and control, where such loss or destruction is to WSU property. CONSULTANT shall do nothing to prejudice WSU right(s) to recover against third parties for any loss, destruction or damage to WSU property.

11. Disclaimer of Liability: No provision of this Agreement will be given effect that attempts to require WSU to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of WSU is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

12. Standards; Compliance with Laws and Policy. CONSULTANT will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of WSU in accordance with WSU's requirements and procedures, in accordance with the highest standards of CONSULTANT's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders (collectively, the "Applicable Laws"). In addition, CONSULTANT will perform the Services and conduct all its operations on WSU premises in conformity with all applicable facility and WSU rules. Without limiting the foregoing, CONSULTANT will comply, and cause its employees, representatives, agents, and subcontractors to comply, with all applicable laws and WSU facility rules related to personal health, security, environmental quality, safety, fire prevention, noise, smoking, parking and access restrictions.

13. Federal Funding. WSU is issuing this Agreement as part of a federal grant award, specifically from the U.S. Environmental Protection Agency. CONSULTANT agrees to comply with the Flow-Down Clauses Applicable to Purchase Orders or Agreements Involving Funds From a Federal Grant or Cooperative Agreement, which are attached hereto as ATTACHMENT D, and are hereby incorporated in this Agreement and made a part thereof.

14. FERPA. To the extent CONSULTANT receives, generates or maintains educational records related to any WSU student, CONSULTANT agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as FERPA applies to WSU and shall limit access to only those employees or agents with a legitimate educational interest. For purposes of this Agreement, pursuant to FERPA, CONSULTANT is hereby designated as a school official with a legitimate educational interest in the educational records of WSU student(s) to the extent that access to the records is required by WSU or CONSULTANT for CONSULTANT to carry out the Services.

15. Licenses, Registrations and Permits. CONSULTANT warrants, represents, and agrees that CONSULTANT and all individuals and subcontractors assigned to provide Services will obtain and maintain, at CONSULTANT's own cost, any and all approvals, licenses, filings, registrations and permits required by Applicable Laws for the performance of the Services for the duration of this Agreement.

16. Safety, Security and Background Checks. Prior to commencement of Services or at any time during the term of this Agreement, WSU may, in its sole discretion, require CONSULTANT, CONSULTANT's employees and any approved Subcontractors providing services in support of this Agreement, to submit to and pass security screening and background checks including, but not limited to sex offender and criminal checks. WSU may,



in its sole discretion and in furtherance of its best interests, refuse any person, including CONSULTANT AND CONSULTANT's employees or subcontractors, the ability to perform services under this Agreement or on the premises, and may, upon written request, require CONSULTANT, CONSULTANT's employees, or any subcontractor be replaced at any time, with or without cause. CONSULTANT's failure to comply with this paragraph shall be considered a material breach of this Agreement and subject to immediate termination under paragraph 2.2.

- 17. Warranty.** CONSULTANT shall be responsible for all work in this Agreement. CONSULTANT shall make good, at CONSULTANT's expense, as may be necessary, any defective work or unsatisfactory Services rendered.
- 18. Confidential Information.** In the performance of this Agreement CONSULTANT understands that CONSULTANT may receive information that is confidential ("Confidential Information") to WSU. During the term of the Agreement under which Confidential Information is disclosed, and for a period of five (5) years thereafter, CONSULTANT hereby agrees to maintain in confidence all Confidential Information of WSU disclosed to CONSULTANT in connection with CONSULTANT'S performance under this Agreement. CONSULTANT agrees not to use, disclose or grant use of such Confidential Information except as required to perform under this Agreement and in any case will only disclose to CONSULTANT's officers or employees who have executed a confidentiality agreement with restrictions as prohibitive of these. CONSULTANT agrees to promptly notify WSU upon discovery of any unauthorized use or disclosure of the Confidential Information.
- 19. Intellectual Property Rights.** This Agreement is understood by both parties as being a work-made-for-hire. WSU shall be the owner of all intellectual property rights, including, but not limited to, patents, copyrights, and trademarks, with regard to all deliverables and other material that bears a direct relation to, or is made in consequence of, the services provided to WSU by CONSULTANT. WSU reserves the right to revise the work and/or deliverables. WSU further reserves the right to use the work and/or deliverables in a different manner from that originally envisaged. At WSU's request, CONSULTANT shall take all necessary steps, execute all necessary documents, and generally assist WSU in compliance with the requirements of any applicable laws or regulations.
- 20. Publication.** RESERVED.
- 21. Conflict of Interest.**
 - 21.1. CONSULTANT shall not, absent written consent of WSU, knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of WSU and who are providing Services involving this Agreement or Services similar in nature to the scope of this Agreement to WSU. Furthermore, CONSULTANT shall not knowingly employ, during the period of this Agreement or any extensions to it, any WSU employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with WSU.
 - 21.2. CONSULTANT agrees to comply with the EPA-approved Wichita State University Conflict of Interest Plan, which is attached hereto as ATTACHMENT C, and is hereby incorporated in this Agreement and made a part thereof.
- 22. Employment Eligibility, Nondiscrimination and Workplace Safety.** RESERVED.
- 23. Care of, Use of and Access to WSU Property.** RESERVED.



- 24. Prohibition of Gratuities.** Neither CONSULTANT nor any person, firm or corporation employed by CONSULTANT in the performance of this Agreement 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.
- 25. Compliance.** CONSULTANT agrees that WSU may retain one archival copy of all documents from the project for the purposes of (a) proving what information it did or did not receive hereunder in the event of a future dispute, or (b) complying with governmental regulatory requirements.
- 26. Retention of Records.** Unless WSU specifies in writing a shorter period of time, CONSULTANT agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of the expiration or termination of this Agreement. 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. CONSULTANT agrees that authorized federal and state representatives, including, but not limited to, WSU personnel, independent auditors acting on behalf of WSU, WSU and/or federal agencies shall have access to and the right to examine records during the Agreement period and during the five (5) year post-Agreement period. Delivery and access to the records shall be at no cost to WSU.
- 27. Notices.** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either Party to the other shall be **IN WRITING** and sent by certified mail or overnight traceable delivery and addressed as follows, unless any other person or address may be designated by notice from one Party to the other:
- | | |
|--|---|
| <p>If to:</p> <p>Attn: Office of Research Wichita State University
Wichita State University
1845 Fairmount Street
Wichita, Kansas 67260-0007</p> <p>With a copy to:</p> <p>Attn: General Counsel
Wichita State University
1845 Fairmount Street
Wichita, KS 67260-0205</p> | <p>If to CONSULTANT:</p> <p>Attn: TBD
PHYSICAL ADDRESS (no PO Boxes)</p> <p>With a copy to:</p> <p>[optional]</p> |
|--|---|
- 28. Use of Marks, Logos and Marketing.** CONSULTANT shall not use the name, logos, insignias or trademarks of WSU, any affiliates of WSU, or any project member, in any publicity, advertising, promotional materials, news release or websites except as set forth in this Agreement or as authorized in writing by WSU in each instance. CONSULTANT may use the name of WSU in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. CONSULTANT may also refer to WSU by name and reprint the WSU logo in any internal or governmental report or summary report prepared by CONSULTANT as it relates to the services provided by CONSULTANT to WSU.
- 29. Taxes.** CONSULTANT agrees to be responsible for any and all tax consequences of amounts paid to CONSULTANT as an independent contractor by WSU. WSU will withhold no sums from amounts paid to CONSULTANT, subject to applicable regulations of the Internal Revenue Service and/or the State of Kansas requiring withholding.



- 30. Encumbrances.** CONSULTANT hereby certifies that no assignment, sale, agreement or encumbrance has been or will be made or entered into by CONSULTANT that would conflict with this Agreement.
- 31. Third Party Beneficiaries.** This Agreement shall not be construed as providing an enforceable right to any third party.
- 32. Captions.** The captions and headings in this Agreement are for reference only and do not define, describe, extend or limit the scope or intent of this Agreement.
- 33. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
- 34. Waiver.** Any waiver shall be in writing and provided to all other Parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any Party hereto.
- 35. Assignment.** This Agreement may not be assigned by CONSULTANT except upon the prior written consent of WSU, and which consent may be withheld or conditioned by WSU as necessary to prevent prejudice to its interests and entitlements hereunder. This Agreement and all rights, privileges and licenses granted hereunder may be assigned by WSU to WSU subsidiaries and WSU supporting organizations. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and assigns.
- 36. State of Kansas Terms.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 03-22), which is attached hereto as ATTACHMENT B, are hereby incorporated in this Agreement and made a part thereof.
- 37. Sexual Harassment and Retaliation Prohibited.** In accordance with Kansas Executive Order 18-04, Wichita State University has policies prohibiting sexual harassment, discrimination, and retaliation. These policies provide for confidentiality and anonymous reporting. To view these policies or to make a report of sexual harassment, discrimination, or retaliation, please visit <http://webs.wichita.edu/inaudit/tablepp.htm>.
- 38. Counterparts/Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via “wet” signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.
- 39. Electronic Signatures.** The Parties agree that this Agreement may be signed with electronic signatures. Whenever either Party executes an electronic signature on this Agreement, it has the same validity and meaning as a handwritten signature and shall be legally binding equivalent. The Parties agree that neither Party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
- 40. Entire Agreement.** This Agreement (including all documents attached or referenced) is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and



agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement, not-withstanding, any non-disclosure or confidentiality agreements directly relating to the SOW.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

WICHITA STATE UNIVERSITY

CONSULTANT NAME

SIGNATURE

SIGNATURE

Dr. Shirley Lefever

PRINTED NAME

PRINTED NAME

Executive Vice President & Provost

TITLE

Consultant

TITLE

DATE

DATE

316-978-3285
proposals@wichita.edu

CONTACT INFORMATION (PHONE, E-MAIL)

CONTACT INFORMATION (PHONE, E-MAIL)

**ATTACHMENT A
STATEMENT OF WORK**

Agreement Number: WSU#XXXXXX/ R53649

Project Description: Translation and Intpretation Services

I. INTRODUCTION

This Statement of Work (“SOW”) is a document which describes the scope of work required to complete a specific project. It is a formal document and must be agreed upon by all Parties involved.

II. SCOPE OF WORK

TBD

III. PERIOD OF PERFORMANCE

TBD

ATTACHMENT B
CONTRACTUAL PROVISIONS ATTACHMENT
Wichita State University | DA-146a (Rev. 03-22)

The parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** The agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the agreement shall reside only in courts located in Sedgewick County, Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or the University to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and the University is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the Contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the University or the Kansas Department of Administration.

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a Contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance:** The agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of the University, as defined in University policy.
7. **Arbitration, Damages and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or the University have agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and the University shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any property in which Contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.).
13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and the University to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.

14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of the University or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
15. **Privacy of Student Records:** Contractor understands that the University is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any request for or improper disclosure of University's student educational records.
16. **Export Control:** Contractor agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technology and technical data, as defined in the export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. The release of information to any employee or other person, who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States may require advanced written authorization from the appropriate U.S. agency. Contractor shall notify University in writing prior to disclosure of any technical data or other items subject to EAR or ITAR and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR.
17. **Certification:** Contractor certifies that to the best of its knowledge neither it nor any of their principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.6, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the University if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
18. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's reasonable safety and security policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees to, upon request, include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the University with a certificate of insurance.
19. **Accounts Receivable Set-Off Program:** If during the course of this contract Contractor is found to owe a debt to the State of Kansas, University payments to Contractor may be intercepted / set-off by the State of Kansas as set forth by law. Notice of the setoff action will be provided to Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, Contractor shall credit the University's account showing payment has been made in an amount equal to the funds intercepted. K.S.A. 75-6201 et seq. allows the Director of Accounts and Reports to set off University payments to Contractor against debts owed by Contractor to the State of Kansas. Payments set off in this manner constitute lawful payment for services or goods received. Contractor benefits fully from the payment because its obligation to the State of Kansas is reduced by the amount subject to setoff.
20. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.



ATTACHMENT C
Wichita State University
Conflict of Interest Management Plan
Environmental Protection Agency
Environmental Justice Thriving Communities Technical Assistance Center

-and-

ATTACHMENT D
FLOW-DOWN CLAUSES APPLICABLE TO PURCHASE ORDERS OR AGREEMENTS
INVOLVING FUNDS FROM A FEDERAL GRANT OR COOPERATIVE AGREEMENT

ATTACHMENT 1: TAX CLEARANCE INFORMATION

WSU strongly supports the State of Kansas Tax Clearance Process. Bidders submitting Proposals that exceed twenty-five thousand dollars (\$25,000.00) 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; 8 C.F.R. Ch. 1, Sub Ch. B, Pt. 245a), 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 company and its capacity to provide Professional Translation and Interpretation Services. 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. 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.

ATTACHMENT 4: ADDITIONAL CONTRACT PROVISIONS SPECIFIC TO THIS RFP

In the event of an award, Bidder agrees to accept, subject to exception as set forth in Bidder's Proposal, the following additional contractual terms that are specific to this RFP:

4.1 Experience: All bidders must have a minimum of three (3) years active participation in the applicable industry as a distinct company, 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. If Bidder cannot meet this requirement, provide a written explanation as to why. Inability to meet this requirement is not necessarily grounds for disqualification and such determination will be made within the sole discretion of WSU.

4.2 Payment Terms: Unless otherwise agreed to in writing by WSU and Bidder, pursuant to the Kansas Prompt Payment Act (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 Vendor 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.

4.6 Default on Delivery: Any vendor 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 purchase order 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;
- Purchase Order number and 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 vendor 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 Prices: Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the WSU. Failure to provide available price reductions may result in termination of the contract.

ATTACHMENT 5: MINIMUM QUALIFICATIONS AND PERFORMANCE SPECIFICATIONS

- 5.1 Experience:** All bidders must have a minimum of three (3) years active participation in the applicable industry as a distinct company, 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. If Bidder cannot meet this requirement, provide a written explanation as to why. Inability to meet this requirement is not necessarily grounds for disqualification and such determination will be made within the sole discretion of WSU.
- 5.2 Certification of Specifications Compliance** By submission of a bid response and the signatures affixed thereto, the Bidder certifies all products and services proposed in the solicitation meet or exceed all requirements of specifications as set forth in this RFP.
- 5.3 Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the Bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful Bidder and Wichita State University. 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.
- 5.4 Drugs:** The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance or illegal drug by an employee of Bidder or any 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 Contract. No smoking is allowed in the facility. Any smoking must take place outside the building.
- 5.6 Schedule of Warranty/Service:** All Services shall be performed between the hours of 8:00 AM and 5:00 PM CST, Monday through Friday. Weekend or after regular hours may be utilized if situation requires. Services shall be scheduled by contacting the designated department contact for WSU, as designated in the Contract. Services are to be proactively scheduled on the part of Contractor; WSU shall not have the responsibility of scheduling these inspections or contacting Contractor to remind of this requirement.
- 5.7 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.
- 5.8** 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.
- 5.9 Restrictions on Use:** Bidder's 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 professional translation services.
- 5.10 Availability:** Upon request, the Bidder must provide WSU a list of its regular established office hours and telephone numbers. Furthermore, Bidder must provide a listing of emergency phone numbers so that a representative of their firm can be available twenty-four (24) hours per day as needed to handle emergencies and/or to receive messages for WSU needs.

STATEMENT OF WORK

The Heartland Environmental Justice Center, housed at Wichita State University, supports individuals and organizations who serve in communities that are facing environmental injustice across Iowa, Kansas, Missouri, Nebraska, and adjoining Indigenous Nations.

The Heartland EJ Center is a first-stop resource for communities seeking help with pressing environmental justice and energy equity challenges. We offer no-cost, customized support to strengthen communities' ability to identify challenges, plan and implement solutions, and work towards achieving their community goals.

The Heartland Environmental Justice Center (HEJC) is looking for professional translation and interpretation services to translate a wide range of content in multiple languages that will help the center communicate effectively with its broad and diverse audience. Translation and interpretation services are integral to supporting our organization by helping us reach more communities that need help with high-priority environmental and energy equity challenges.

Desired Specifications

- We seek to work with highly qualified linguists and native speakers of our target languages.
- We are looking for vendors who specialize in translating advertising and marketing copy.
 - *Translation refers to written text.*
- Potential vendors should have the ability to provide sign language interpreting services, CART services, captioning services, and Braille document conversion.
 - *Sign Language Interpretation will facilitate communication between deaf and hearing people. Contractor will convert spoken language into sign language by making the interpretation as close to the hearer's language as possible and interpreting the sign language back into spoken language. Sign Language Interpreters need to be proficient in two languages, not only in the interpreted language but in English as well; accuracy is vital.*
 - *CART (Communication Access Realtime Translation) provider requires immediate, verbatim translation of the spoken word into English text using a stenographic machine or voice recognition software, a computer, and real-time captioning software.*
 - *Braille includes translation of print materials into Braille, which may also include table, chart, graph, and financial statement conversion, conversion to large print, or conversion to Audio CD. Braille might also include the translation of written material into text that can be read on the computer from scanned images, PDF, Word, Excel, or PowerPoint formats.*
- We would like to work with vendors who can provide On-Site Spoken Language Interpreting Services at our virtual or on-site events as needed.
 - *Interpretation refers to oral translation.*
 - *Services may include in-person translation or via online meetings (Ex, Teams or Zoom).*
 - *Ability to interpret the following languages: Spanish, Vietnamese, Chinese (including Mandarin and Cantonese, Arabic, and German).*
- Vendors should be open to occasional travel to provide services within EPA Region 7: Kansas, Iowa, Missouri, and Nebraska.
- Ability to translate from English to Spanish, Vietnamese, and Chinese (including Mandarin and Cantonese, Arabic, and German)
- We would like vendors to turn around translation projects in 2-5 business days.

Scope of Work:

Translation:

The predominant language for which translation is needed is English. Languages for which the center may need translation are listed below, but there may be a need for translations into additional languages in the future.

Spanish	Vietnamese	Chinese (Mandarin and Cantonese)
Arabic	German	

The Heartland EJ Center may require the need to translate documents written in other languages to English. These documents may originate from communities or partners. For example, a community may present a document written in Spanish, and the center may submit it for translation into English.

Documents of various sizes may be submitted for translation. It is estimated that most documents would be one (1) to three (3) pages. These may include, but not be limited to, brochures, e-mails, letters, reports, informational posters, etc. The center may also submit longer documents such as instruction manuals, handbooks, application forms, etc.

The frequency of submission of documents is unpredictable and will vary considerably. The center may submit numerous documents one month but very few the next. The number of requests may vary, and no minimum number is guaranteed.

Interpretation:

Services may include in-person translation or via telephone conference call.

Document Conversion for the Visually Impaired:

- Conversion of written material to Braille may be from text provided in scanned image, PDF, Word, Excel, or PowerPoint formats.
- Conversion to Large Print standard format will be double spacing, 18-point type with 1.25 spacing between lines unless otherwise instructed.
- Conversion of Written Material to Audio CD
- Conversion of Written Material to Text to be Read by Computer might be from scanned images, PDF, WORD, Excel, or PowerPoint format to text only with the capability of being read on the computer.

Services to be Provided:

Bidders/Contractors for Interpretation, Translation, and Conversion of Written Material for the Visually Impaired shall:

- Have knowledge of terminology and concepts related to these subjects and the ability to translate or interpret related terms consistent with appropriate context and terminology that our customers will understand.
- Use consistent interpretation or translation of program names and comment terms or phrases within individual documents and among documents submitted at different times. For example, the same translation shall be used for “EPA’s Climate Pollution Reduction Competitive Implementation Grants” throughout all documents when referring to that program. The contractor shall gain knowledge of program names, terms, acronyms, and phrases used in programs and operations to provide accurate and consistent translation of documents used in the administration of state programs.
- Accurately translate occasional emails or contact forms submitted in non-English languages into English. Less frequently, the center may require the Contractor to translate non-English documents from other agencies or countries. Low volume is anticipated for these types of translations.
- Agencies expect documents translated from English into another language to be universally understandable, regardless of dialect. When possible, the contractor should include words or phrases common in other dialects in the translations.
- The contractor shall return documents in the format supplied unless requested otherwise by the agency. Heartland EJ Center currently uses Microsoft 365 software. Also, the Contractor shall keep layouts of items such as brochures, titles, and headers as close to the original as possible.
- Bidders/Contractor for Braille shall:

Have certification or qualification related to Braille competency such as:

- Licensure as a Teacher for the Visually Impaired through the Kansas State Department of Education (KSDE), page 72: <http://www.ksde.org/LinkClick.aspx?fileticket=3wX%2fAJRzxIk%3d&tabid=295>
- Certification in Literary Braille from the National Blindness Professional Certification Board (NBPCB): <http://www.nbpcb.org/nclb/index.php>
- Certification through the National Library Service (NLS) for the Blind and Physically Handicapped at the Library of Congress, National Federation of the Blind (NFB): <http://nfb.org/braille-certification>

Vendor Information Questionnaire and Cost Sheet

Contact Person: _____

Email: _____

Phone Number: _____

Company Name: _____

Street Address: _____

City, State, Zip: _____

Name and Title of Individual Authorized to Bind the Organization:

Locations of Service

(Check all that apply):

<input checked="" type="checkbox"/> (X)	Locations Specified for Services
<input type="checkbox"/>	Kansas
<input type="checkbox"/>	Iowa
<input type="checkbox"/>	Missouri
<input type="checkbox"/>	Nebraska
<input type="checkbox"/>	Virtual/Online Meetings

**Please provide answers to the following questions:
(include a separate sheet if additional space needed)**

What is the standard turnaround time for your services?	
Do you provide sign language interpreting services, CART services and/or Braille document conversion?	
Can you provide real-time consecutive interpretation services?	

<p>Is your team willing to accommodate occasional travel to communities within EPA Region 7 (Kansas, Iowa, Nebraska, Missouri)? to assist with real-time interpretation services?</p>	
<p>Are you able to provide written and verbal translation services from English to Spanish, Vietnamese, Chinese (including Mandarin and Cantonese), Arabic, and German? What other languages do you support?</p>	

Please provide a cost estimate or attach a price sheet for the following services:

Company Name: _____

Contact Name: _____

Website Translation (approx. 2,000 words)(English to Spanish)	\$
One page marketing flyer translation (400 words) (English to Spanish)	\$
Edits to previously translated Documents	\$
Per word translation rates	\$
Braille document conversion	\$
American Sign Language Interpretation Services (both virtual and in-person)	\$
Real-time consecutive interpretation services (both virtual and in-person)	\$
Travel Expenses (both in-state and out-of-state travel)	\$

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.

NOTE: Insurance requirements are dependent on the type of particular project being bid. Bidder's may inquire with the Office of Purchasing for more information on insurance requirements.

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 one million dollars (\$1,000,000.00) for each occurrence involving bodily injury and property damage, a general aggregate of two million dollars (\$2,000,000.00) and products-completed operation aggregate of one million dollars (\$1,000,000.00). 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 five hundred thousand dollars (\$500,000.00) 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 one hundred thousand dollars (\$100,000.00) in employer liability coverage and worker's compensation insurance as required by Kansas law.
4. **Property Insurance.** Bidder shall maintain insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) 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 Liability.** Bidder shall maintain employer's liability insurance with policy limits not less than one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) each employee, and one million dollars (\$1,000,000) policy limit.

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. Bidder 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"/>	
6. Identify Corporate Structure:		Other <input type="checkbox"/> Describe:	
7. Address:			
8. Main Telephone Number:			
9. io Person if Awarded Bid:	Name:		
	Title:		
	Phone Number:		
	E-Mail:		
10. Do you certify that this Proposal meets the Minimum Qualifications & Performance Specifications set forth in Attachment 5? If no, provide written explanation and attach.			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

CONFLICT OF INTEREST MANGAGEMENT PLAN

All proposers responding to this RFP must agree to and comply with WSU's Conflict of Interest (COI) Management Plan required by the prime award. This COI Management Plan will require a successful proposer to represent and warrant that, to the best of its/their knowledge and belief, there are no relevant facts or circumstances that create a conflict of interest related to the services the successful proposer will provide under its contract with WSU and that, to the extent any such conflicts of interest might exist, the successful proposer will disclose such conflicts to WSU. This COI Management plan will also include provisions that: (1) prohibit the successful proposer from marketing its services or those of affiliated firms while providing the services; and (2) prohibit the successful proposer from seeking or accepting sole source contracts based on EPA-funded Technical Assistance the successful proposer provided for preparing any application for federal funding. A copy of this COI Management Plan will be provided to, and must be signed by, a successful proposer.

FLOW-DOWN CLAUSES APPLICABLE TO PURCHASE ORDERS OR AGREEMENTS INVOLVING FUNDS FROM A FEDERAL GRANT OR COOPERATIVE AGREEMENT

As set forth in the WSU Terms and Conditions of Purchases – Services and Goods, Section 6 (External Funding), the following External Funding requirements and restrictions are applicable to this purchase and these requirements are hereby deemed incorporated into this Order. Wichita State University (“WSU” or “University”) has entered into a grant or cooperative agreement with either the U.S. Government or another entity who itself has entered into a grant or cooperative agreement with the U.S. Government (the “Prime Contract”). That Prime Contract requires that certain clauses from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), Appendix II be incorporated into and form part of the terms and conditions of this purchase (the “Order”). The full text of the Uniform Guidance may be found at 2 CFR Part 200. By their terms, not all listed provisions apply to this transaction. Clauses that are not applicable are deemed self-deleting. WSU may choose to flow down additional clauses when necessary to satisfy WSU's contractual obligations. Seller agrees to flow down all applicable clauses to lower-tier subcontractors. In the event of any conflict among the requirements of clauses applicable to this Order, the most stringent requirements of the clauses will apply. The provisions set forth below are not intended to be a complete list of Seller's requirements.

SECTION A: ADMINISTRATIVE REQUIREMENTS

1. **Remedies for Non-Compliance.** If this Order exceeds the Simplified Acquisition Threshold (SAT), if Seller fails to comply with any Applicable Laws, as that term is defined herein, WSU may, at its discretion, impose additional conditions upon Seller including but not limiting to temporarily withholding cash payments pending correction of the deficiency, disallowing all or part of the cost of the activity or action not in compliance, requiring payments as reimbursements rather than advance payments, withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring Seller to obtain technical or management assistance; or establishing additional prior approvals. In the alternative, and in its sole discretion, WSU may terminate, in whole or in part, the Order and/or avail itself of any other remedies that may be legally available. The term “Applicable Laws” means all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 Code of Federal Regulations §200 et seq. and implemented by the DoD at 2 CFR part 1104 “Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR part 200” (79 FR 76047, December 19, 2014, as amended at 85 FR 49506, August 13, 2020).
2. **Termination.**
 - a. **For Convenience.** If this Order is in excess of \$10,000, WSU may terminate this Order, in whole or in part, at any time and for any reason, upon ten (10) days written notice to Seller. In the event that the Awarding Agency terminates the Prime Contract (or any statements of work issued to WSU under the Prime Contract), WSU shall terminate this Order and/or the applicable SOW in accordance with the terms of the Prime Contract.
 - b. **For Cause.** If this Order is in excess of \$10,000, WSU may terminate this Order upon written notice to Seller, and such termination shall be effective three calendar days from the date of delivery of such notice, should any of the following occur: (a) Seller becomes insolvent or files for bankruptcy; (b) Seller fails to deliver the goods or services being purchased under this Order within the time specified by this Order or any written extension; (c) Seller fails to make progress or meet any of the progress deadlines, so as to endanger performance of this Order; or (d) if Seller is in breach of any other term of this Order and Seller fails to cure

such breach within five (5) business days of receipt of notice of such breach.

- c. **Procedures Upon Termination.** Upon termination of this Order for any reason, Seller shall (a) stop work immediately on the terminated portion of the Order; (b) terminate all contracts (including but not limited to subcontracts and subawards) related to the termination of the Order; (c) advise the University of any special circumstances precluding stoppage of work; (d) continue to perform the portion of the Order not terminated; (e) take any action necessary to protect property in Seller's possession in which the University has an interest; (f) notify the University of any legal proceedings related to this Order; (g) settle any subcontractor claims arising out of the termination; and (h) dispose of termination inventory as directed by the University. Seller shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data, deliverables, and final reports on the research completed or in progress through the date of termination.

SECTION B: NATIONAL POLICY REQUIREMENTS.

3. **Equal Employment Opportunity.** If this Order involves a federally assisted construction contract, as that term is defined in 41 CFR 60-1.3, then during the term of this Order, Seller agrees as follows:

- a. Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Seller 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. Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. Seller will, in all solicitations or advertisements for employees placed by or on behalf of Seller, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Seller 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 Seller's legal duty to furnish information.
- d. Seller will send to each labor union or representative of workers with which Seller has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Seller's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. Seller 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.
- f. Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Seller's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Seller's noncompliance with the nondiscrimination clauses of this Order or with any of the said rules, regulations, or orders, this Order may be canceled, terminated, or suspended in whole or in part and Seller may be declared ineligible for further Government contracts or federally assisted construction 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.
- h. Seller will include the portion of the sentence immediately preceding section (a) and the provisions of sections

(a) through (g) 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. Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Seller may request the United States to enter into such litigation to protect the interests of the United States.

- i. Seller further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided that if Seller so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - j. Seller agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 - k. Seller further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Seller agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this Order (contract, loan, insurance, guarantee); refrain from extending any further assistance to Seller under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Seller; and refer the case to the Department of Justice for appropriate legal proceedings.
4. **Wage Rate Requirements (Construction), formerly the Davis-Bacon Act.** When required by Federal program legislation, Seller must take the following actions with respect to each construction contract for more than \$2,000 to be awarded using funding provided under this Order: a) place in the solicitation under which the contract will be awarded a copy of the current prevailing wage determination issued by the Department of Labor; b) condition the decision to award the contract upon Seller's acceptance of the prevailing wage determination; c) include in the contract the clauses specified at 29 CFR 5.5(a) in Department of Labor regulations (29 CFR part 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction") to require Seller's compliance with the Wage Rate Requirements (Construction), as amended (40 U.S.C 3141-44, 3146, and 3147); and d) report all suspected or reported violations to the Awarding Agency.
5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** If this Order is in excess of \$2,000 and pertains to construction or repair, Seller shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "WSUs and Sellers on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Seller shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which the employee is otherwise entitled. Seller shall report all suspected or reported violations to WSU and the responsible Awarding Agency.
6. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Order is in excess of \$100,000 and involves construction and/or other purposes that involve the employment of mechanics or laborers, Seller shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Seller shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. **Intellectual Property Rights.** Provisions relating to intellectual property rights are set forth in Exhibit A-1 (Intellectual Property Rights), which is attached hereto and incorporated as if fully set forth herein. Regardless of Seller's selection below, the provisions in Exhibit A-1 apply in any situation where the Order results in the creation (or further development) of technical data, computer software, copyrightable materials, and/or inventions.

Seller has reviewed the scope of works/services to be performed underneath the Order and states the following as it relates to intellectual property rights: (Seller to check the appropriate box below) --

- Seller represents and warrants that the scope of works/services to be performed by Seller underneath the Order **will not** result in the creation or further development of technical data, computer software, copyright materials, and/or inventions. Accordingly, the provisions in Exhibit A-1 are reserved.
- Seller represents and warrants that the scope of works/services to be performed by Seller underneath the Order **may** result in the creation or further development of technical data, computer software, copyright materials, and/or inventions. Accordingly, the provisions in Exhibit A-1 are applicable.

8. **Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251— 1387), as amended.** If the Order is in excess of \$150,000, Seller shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

9. **Debarment and Suspension (E.O. 12549 and 12689).** Seller represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR Part 180 that implement E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Seller must comply with 2 CFR Part 180, Subpart C and must include a requirement to comply with this regulation in any lower tier covered transaction it enters into. Seller shall have an ongoing duty during the term of this Order to disclose to WSU on an ongoing basis any occurrence that would prevent Seller from making the certifications contained in this section. Such disclosure shall be made in writing to WSU within five (5) business days of when Seller discovers or reasonably believes there is a likelihood of such occurrence. This certification is a material representation of fact relied upon by WSU. If it is later determined that Seller did not comply with 2 CFR Part 180, Subpart C, in addition to remedies available to WSU, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** If the Order is for \$100,000 or more, Seller and its subcontractors shall file the certification required by this statute and associated regulations. Seller certifies to WSU 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. Seller shall disclose to WSU any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 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.

11. **Procurement of recovered materials.** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. If applicable, Seller shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. **Domestic preferences for procurements (2 CFR 200.322).** As appropriate and to the extent consistent with law, Seller should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section must be included in all subawards including all contracts and purchase orders for work or products under this Order. For purposes of this section: (a) "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; and (b) “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.

13. **Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216).** Seller must comply with 2 C.F.R. § 200.216, which implements Section 889 of the Fiscal Year (FY) 2019 NDAA (Pub. L. 115-232) and forbids Federal award recipients from using government funds to enter into contracts (or extend or renew them) with entities utilizing covered telecommunications equipment or services. 2 CFR 200.216 prohibits federal award recipients from using government funds to enter into contracts (or extend or renew contracts) with entities that use “covered telecommunications equipment or services,” even if the contract is not for the purchase of such equipment or services. Covered telecommunications equipment or services is defined as telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
14. **Fly America Requirements.** If this Order involves international air travel or transportation for people or property, Seller must:
- a. Comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118, also known as the “Fly America” Act), as implemented by the General Services Administration at 41 CFR 301-10.131 through 301-10.143, which provides that U.S Government financed international air travel and transportation of personal effects or property must use a U.S. Flag air carrier or be performed under a cost sharing arrangement with a U.S. carrier, if such service is available; and
 - b. Include the requirements of the Fly America Act in all subcontracts that might involve international air transportation.
15. **Cargo preference for United States flag vessels.** If this Order involves equipment, material, or commodities being shipped by oceangoing vessels, Seller agrees: (a) to utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Order, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in subsection (a) of this section to WSU and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and (c) to insert the substance of the provisions of this paragraph in all subcontracts issued pursuant to this Order.

EXHIBIT A-1
INTELLECTUAL PROPERTY RIGHTS

1. Standard Patent Rights

- a. Definitions.** Unless otherwise provided herein, the following terms shall have the following means, regardless of capitalization.
- i. Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
 - ii. Subject invention means any invention of the Subcontractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.
 - iii. Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
 - iv. Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
 - v. Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
 - vi. Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
 - vii. The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.
 - viii. The term Subcontractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.
- b. Allocation of Principal Rights.** The Subcontractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Subcontractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- c. Invention Disclosure, Election of Title and Filing of Patent Application by Subcontractor.**
- i. The Subcontractor will disclose each subject invention to the Awarding Agency through WSU within two months after the inventor discloses it in writing to Subcontractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Subcontractor will promptly notify the agency through WSU of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Subcontractor.
 - ii. The Subcontractor will elect in writing whether or not to retain title to any such invention by notifying the Awarding Agency through WSU within two years of disclosure to the Awarding Agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
 - iii. The Subcontractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein

valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the Subcontractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The Subcontractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

- iv. For any subject invention with Awarding Agency and Subcontractor co-inventors, where the Awarding Agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Awarding Agency employing such co-inventor, at its discretion and in consultation with the Subcontractor, may file such application at its own expense, provided that the Subcontractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).
 - v. Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Awarding Agency, be granted. When a Subcontractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Awarding Agency notifies the Subcontractor within 60 days of receiving the request.
- d. Conditions When the Government May Obtain Title.** The Subcontractor will convey to the Awarding Agency, upon written request, title to any subject invention –
- i. If the Subcontractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.
 - ii. In those countries in which the Subcontractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Subcontractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Awarding Agency, the Subcontractor shall continue to retain title in that country.
 - iii. In any country in which the Subcontractor decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.
- e. Minimum Rights to Subcontractor and Protection of the Subcontractor Right to File.**
- i. The Subcontractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Subcontractor fails to disclose the invention within the times specified in (c), above. The Subcontractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Subcontractor is a party and includes the right to grant sublicenses of the same scope to the extent the Subcontractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Awarding Agency except when transferred to the successor of that party of the Subcontractor's business to which the invention pertains.
 - ii. The Subcontractor's domestic license may be revoked or modified by the funding Awarding Agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Subcontractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Awarding Agency to the extent the Subcontractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
 - iii. Before revocation or modification of the license, the funding Awarding Agency will furnish the Subcontractor a written notice of its intention to revoke or modify the license, and the Subcontractor will be allowed thirty days (or such other time as may be authorized by the funding Awarding Agency for good cause shown by the Subcontractor) after the notice to show cause why the license should not be revoked or modified. The Subcontractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.
- f. Subcontractor Action to Protect the Government's Interest.**
- i. The Subcontractor agrees to execute or to have executed and promptly deliver to the Awarding Agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Subcontractor elects to retain title, and (ii) convey

- title to the Awarding Agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- ii. The Subcontractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Subcontractor each subject invention made under contract in order that the Subcontractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the Subcontractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(i) of this clause. The Subcontractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
 - iii. For each subject invention, the Subcontractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Awarding Agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.
 - iv. The Subcontractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Awarding Agency). The government has certain rights in the invention."
 - v. The Subcontractor must submit a final report listing all subject inventions made under the award or stating that there were none. The final report is due 90 calendar days after the end date of the period of performance unless you request, and the Awarding Agency grants, an extension of the due date.
- g. Subcontracts.**
- i. The Subcontractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a sub-subcontractor. The sub-subcontractor will retain all rights provided for the Subcontractor in this clause, and the Subcontractor will not, as part of the consideration for awarding the subcontract, obtain rights in the sub-subcontractor's subject inventions.
 - ii. The Subcontractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
 - iii. In the case of subcontracts, at any tier, when the prime award with the Awarding Agency was a contract (but not a grant or cooperative agreement), the agency, sub-subcontractor, and the Subcontractor agree that the mutual obligations of the parties created by this clause constitute a contract between the sub-contractor and the Awarding Agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
- h. Reporting on Utilization of Subject Inventions.** The Subcontractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Subcontractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Subcontractor, and such other data and information as the agency may reasonably specify. The Subcontractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Subcontractor.
- i. Preference for United States Industry.** Notwithstanding any other provision of this clause, the Subcontractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Awarding Agency upon a showing by the Subcontractor or its assignee that reasonable but unsuccessful efforts have been made

to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

- j. **March-in Rights.** The Subcontractor agrees that with respect to any subject invention in which it has acquired title, the Awarding Agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Subcontractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Subcontractor, assignee, or exclusive licensee refuses such a request the Awarding Agency has the right to grant such a license itself if the Awarding Agency determines that:
- i. Such action is necessary because the Subcontractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
 - ii. Such action is necessary to alleviate health or safety needs which are not reasonably
 - iii. satisfied by the Subcontractor, assignee or their licensees;
 - iv. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Subcontractor, assignee or licensees; or
 - v. Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- k. **Special Provisions for Contracts with Nonprofit Organizations.** If the Subcontractor is a nonprofit organization, it agrees that:
- i. Rights to a subject invention in the United States may not be assigned without the approval of the Awarding Agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Subcontractor;
 - ii. The Subcontractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
 - iii. The balance of any royalties or income earned by the Subcontractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
 - iv. It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Subcontractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Subcontractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Subcontractor. However, the Subcontractor agrees that the Awarding Agency may review the Subcontractor's licensing program and decisions regarding small business applicants, and the Subcontractor will negotiate changes to its licensing policies, procedures, or practices with the Awarding Agency when the Awarding Agency's review discloses that the Subcontractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Awarding Agency or the Subcontractor may request that the Secretary review the Subcontractor's licensing program and decisions regarding small business applicants.