REQUEST FOR PROPOSAL
WICHITA STATE INNOVATION ALLIANCE

Request Number: IARFP-19-01
Date: September 28, 2018
Closing Date and Time: October 26, 2018; 4:00 p.m.
Contact: Crystal Stegeman, University Property Manager
Telephone: 316-978-3128
E-Mail Address: crystal.stegeman@wichita.edu

Item: Exclusive Refuse and Recycling Collection Services for Businesses Located on the WSU Innovation Campus

Agency: Wichita State Innovation Alliance (WSIA)
Location(s): Innovation Campus – See Attachment “A” Campus Boundary map for perimeters
Wichita, KS 67260

Period of Contract: Two years and (5) five additional two year automatic renewal option periods available.
Guarantee / Bond: No Monetary Guarantee Required
Scope: This Contract shall cover the procurement of Refuse and Recycling Collection Services for the WSU Innovation Campus during the contract period referenced above.

READ THIS REQUEST CAREFULLY

Failure to abide by all of the conditions of this Request may result in the rejection of a bid. Inquiries about this Request should indicate the contract number and be directed to the procurement officer.

Request Number IARFP-19-01 was recently posted to the WSU Office of Purchasing Internet website.

The document can be downloaded by going to the following website:
www.wichita.edu/purchasing

It shall be Contractor's responsibility to monitor this website on a regular basis for any changes/addenda.
1. **Defined Terms:**

   1. Contractor – “Contractor” shall mean the individual, agency or company responding to this Request.
   2. Occupant – “Occupant” shall mean any individual, company or entity occupying any building or area on the Property.
   3. Proposal – “Proposal” shall mean the bid submitted by Contractor in response to this Request and all addendums, modifications and forms that are not otherwise rejected by WSIA.
   4. Property – “Property” shall mean the area of campus generally regarded as the “Innovation Campus.” The Innovation Campus approximate boundaries are shown on Attachment A, however in general the Property is described as bordering Oliver to the east, 17th street to the south, east of Mid Campus Drive and south of Mike Oatman Drive and east 21st Street North. The Innovation Campus is located on approximately 120 gross acres in Wichita, KS, as shown in the attached Campus Boundary Map incorporated herein at ATTACHMENT A.
   5. Request – “Request” shall mean this Request for Proposal and all addendums, modifications and forms included by reference.

1.2. **Proposal Reference Number:** The Request number is located on the first page of this Request. This number must be shown on all correspondence or other documents associated with this Request and should be referred to in all verbal communications where necessary.

1.3. **Contractor Questions:** All questions, written or verbal, from Contractors regarding the Request shall be submitted no later than October 15, 2018 and directed to:

   Crystal Stegeman, University Property Manager
   Telephone: 316-978-3128
   Facsimile: 316-978-3151
   E-mail Address: crystal.stegeman@wichita.edu

1.4. **Inquiry of Contractors:** WSIA may contact a Contractor to explain Contractor's understanding and approach to the project and/or respond to questions concerning the proposal. WSIA reserves the right to request information from Contractors as needed. If information is requested, WSIA is not required to request the information of all Contractors. Contractors may be asked to submit revisions to their technical and cost proposals. Request discussions and meetings are not subject to the Open Meetings Act. Contractors are prohibited from electronically recording these meetings.

1.5. **Pre-proposal Conference:** A pre-proposal conference will be held at the following date, time and location:

   **Date:** October 9, 2018
   **Time:** 10:00 a.m.
   **Location:** Wichita State University
   Building: P2 Building – Room A131
   1860 N. Wheatshocker Drive
   Wichita, Kansas 67208-2522

   Attendance is not required at the pre-proposal conference. Due to space limitations, Contractors should attend with no more than two representatives. Impromptu questions will be permitted and spontaneous unofficial answers provided, however Contractors should clearly understand that the only official answer or position of WSIA will be in writing through an addendum issued after the pre-proposal meeting.

   Failure to notify the University Property Manager of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of WSIA. Any modification to this Request as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum and posted to the purchasing website.
1.6. Tentative Timeline: The following dates are provided for information purposes and are subject to change without notice. Contact Crystal Stegeman, University Property Manager at (316) 978-3128 to confirm any and all dates.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Posting/Distribution of Request for Proposal</td>
<td>September 28, 2018</td>
</tr>
<tr>
<td>Pre-proposal Conference 10 a.m. at P2 Building (optional)</td>
<td>October 9, 2018</td>
</tr>
<tr>
<td>Clarification, Information and Questions submitted in writing by 5:00 p.m. CST</td>
<td>October 15, 2018</td>
</tr>
<tr>
<td>Addendums to be issued if needed</td>
<td>October 17, 2018</td>
</tr>
<tr>
<td>Proposals due by 4:00 p.m. CST</td>
<td>October 26, 2018</td>
</tr>
<tr>
<td>Bid Opening (attendance is optional) – 4 p.m. Morrison Hall – Room 208</td>
<td>October 26, 2018</td>
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<tr>
<td>Review proposals, interviews conducted if needed</td>
<td>Oct. 29 – Nov. 2, 2018</td>
</tr>
<tr>
<td>Contract Start date</td>
<td>December 1, 2018</td>
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</tbody>
</table>

1.7. Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of Contractor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request.

1.8. Preparation of Proposal: Contractors shall complete all Required Documents as set forth below. Computations and totals shall be indicated where required on Form 3 Cost Summary Sheet, if such form is required. WSIA has the right to rely on any price quotes provided by Contractor. Contractor shall be responsible for any mathematical error in price quotes. WSIA may, in its sole discretion, reject proposals which contain errors.

1.9. Proposal Contingencies: Contractor’s submission of its proposal will be considered presumptive evidence that 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 its proposal for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized unless such contingencies are specified in the proposal and Contract and all such difficulties shall be properly taken care of by Contractor at no additional cost to WSIA.

1.10. Submission of Proposals: Contractor's proposal shall be submitted as follows:

   **Method of Submission:** Written submission to the address in this section is required. Only paper submissions will be accepted.

   **Submit to:** Attn: Crystal Stegeman
   University Property Manager
   Wichita State Innovation Alliance
   1845 Fairmount, Morrison Hall #208
   Wichita, KS 67260-0047

   **Number of Copies:** Three (3)

   **Required Documents:**
   - Proposal Form 1: Proposal Cover Sheet
   - Proposal Form 2: Contractor Certifications
   - Proposal Form 3: Cost Summary Sheet

   **Other Requirements:** Contractors are required to provide detailed proposals, which include all supporting documents and company literature. The Cost Summary Sheet is intended to be an overview of the Proposal. The rates quoted on the Cost Summary Sheet should include any taxes. Contractors are required
to provide a separate breakdown of services and materials and all taxes paid on behalf of WSIA.

Contractor’s proposal must be submitted in a sealed envelope or other container and marked clearly with the Request number and description of document.

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present for a Bid Opening at 4 p.m. on October 26, 2018 at the following location:

Wichita State University
1845 Fairmount Street,
Morrison Hall – Room 208
Wichita, KS 67260-0047

1.11. Modification of Proposals: A Contractor may modify a proposal by letter, email or by fax transmission at any time prior to the Closing Date and Time for receipt of proposals. All information received prior to the Closing Date and Time will be considered part of Contractor's best and final offer. WSIA may, in its sole discretion, reject late submissions, revisions or addendums to Contractor’s proposal.

1.12. Withdrawal of Proposals: A proposal may be withdrawn on written request from Contractor by written notice delivered in the same form and to the same location as required for submission of proposals.

1.13. Evaluation of Proposals: WSIA shall consider all proposal terms that are deemed by WSIA in its best interest. These may include, but not be limited to (in no particular order of importance):

   1. Cost;
   2. Qualified staff;
   3. Experience and reputation in providing like services;
   4. List of equipment owned by Contractor to be used for services, if applicable;
   5. Acceptance of all terms; and
   6. Adequacy and completeness of proposal.

1.14. Acceptance or Rejection: WSIA reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

1.15. Contract: The successful Contractor shall be required to enter into a written contract with WSIA (the “Contract”). Contractor agrees to accept the Standard Terms and Conditions stated in this Request and the Contract terms stated in the following documents (if applicable):

<table>
<thead>
<tr>
<th>Document No.</th>
<th>Document Title</th>
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<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Contractor is required to identify all contract terms that it will not or cannot comply with, listed as an exception, and include these exceptions with its Proposal by the Closing Date and Time. By submission of a response, Contractor acknowledges and accepts all terms and conditions of the Request unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: “Exceptions”.

1.16. Contract Documents: This Request and any amendments and the response and any amendments of the successful Contractor may be incorporated into the Contract by reference, and such documents shall
compose the complete understanding of the parties. In the event of a conflict in terms among the documents, the following order of precedence shall govern:

1. Modifications to the Contract as evidenced in writing and executed by both parties;
2. The Contract;
3. This Request and all addenda and modifications;
4. Contractor’s Proposal submitted to WSIA.

1.17. **Contract Formation:** No contract shall be considered to have been entered into by WSIA until the Contract is executed by the duly authorized representatives of both parties. Nothing in this Request nor in Contractor’s Proposal shall be deemed to be a binding agreement until the Contract is executed.

1.18. **Federal, State and Local Taxes:** Unless otherwise specified, Contractor’s proposal shall include, by separate line item, all applicable federal, state and local taxes that are collected by Contractor on behalf of WSIA. The successful Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request.

1.19. **Disclosures Under the Kansas Open Records Act:** After a Contractor is selected, the terms of this Request and all Proposals shall not be deemed proprietary or Confidential Information, except as provided for herein, and may be subject to disclosure pursuant to the Kansas Open Records Act (KORA) K.S.A. 45-215 et seq., as applicable. Legally recognized trade secrets or proprietary information that is included in a Proposal may be requested to be withheld if clearly labeled “Proprietary” on each individual page and provided in a separate submission from the main Proposal. Contractor may be required to justify why it considers the material as proprietary. Pricing information is not considered proprietary and Contractor’s entire proposal response package will not be considered proprietary. WSIA reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law. WSIA does not guarantee protection of any information which is not submitted as required.

1.20. **Notice of Award:** An award is made on execution of a written contract by all parties. Only WSIA is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

**SECTION II**

**MANDATORY CONTRACTOR REQUIREMENTS**

2.1. **Contractors Must:**

1. Have proper certification(s) or license(s) to distribute, deal and/or provide refuse collection and recycling service(s) at the time of proposal closing.
2. Have the capacity to acquire all required insurances.
3. Have provided services similar to this RFP.
4. Provide contact name(s), title(s), qualification(s), phone number(s) and e-mail address(s) of lead professional personnel assigned to this account.
5. Provide three (3) references verifying exemplary service. These references MUST have received service(s) similar to those proposed under this RFP. Provide the business name, address, contact name, phone number, length of service contract for each site, and a brief description scope of services provided.
SECTION III
STANDARD TERMS AND CONDITIONS

3.1. Termination:

1. WSIA may terminate the Agreement, without limitation, upon the provision of forty-five (45) days written notice to Contractor.

2. WSIA may terminate this Agreement immediately upon written notice to Contractor upon the following:
   (i) Contractor becomes insolvent or files for bankruptcy; (ii) Contractor fails to deliver the Services as specified by this Agreement and such failure is not cured within ten (10) days following notice of such failure; or (iii) Contractor fails to perform any other provision of this Agreement.

3. Contractor may terminate this Agreement following written notice of intent to terminate to WSIA and expiration of a fifteen (15) business day right to cure period upon WSIA’s failure to remit payment to Contractor within the time specified by this Agreement or any written extension.

4. Contractor shall continue all Services not canceled.

5. Upon termination, WSIA shall compensate Contractor for Services rendered through the date of termination and Contractor shall immediately return any and all work in process, and all projects, materials or work product to WSIA, existing as of the date of notice of cancellation or as otherwise specified by WSIA.

3.2. Independent Contractor Status. Contractor undertakes the furnishing of Services pursuant to the terms of this Agreement as an independent contractor. WSIA shall not control or have the right to control what Contractor does and how Contractor performs the work. Nothing in this Agreement shall be construed as creating any type of employment, partnership, or affiliate relationship between the Parties. Contractor shall receive no compensation except that set forth in this Agreement and Contractor shall not be entitled to any of the benefits, perquisites or emoluments of employment normally provided to WSIA employees. Contractor shall pay, and accepts full responsibility for paying, all salaries and expenses of, and all federal social security taxes, federal and state unemployment taxes and insurance and workers compensation insurance as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Agreement.

3.3. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless WSIA against any and all claims for injury to or death of any person; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of Contractor’s performance of Services under this Agreement. WSIA shall not be precluded from receiving the benefits of any insurance Contractor may carry which provides for indemnification for any loss or damage to property in Contractor’s custody and control, where such loss or destruction is to property. Contractor shall do nothing to prejudice WSIA’s right to recover against third parties for any loss, destruction or damage to property.

3.4. Standards; Compliance with Laws and Policy. Contractor will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of WSIA in accordance with WSIA’s requirements and procedures, in accordance with the highest standards of Contractor’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, Contractor will perform the Services and conduct all its operations on Workshop Property in conformity with all applicable facility and WSIA rules. Without limiting the foregoing, Contractor will comply, and cause its employees, representatives, agents, and subcontractors to comply, with all applicable laws and facility rules related to personal health, security, environmental quality, safety, fire prevention, noise, smoking, parking and access restrictions.

3.5. Licenses, Registrations and Permits. Contractor warrants, represents, and agrees that Contractor and all individuals and subcontractors assigned to provide Services will obtain and maintain, at Contractor’s
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own cost, any and all approvals, licenses, filings, registrations and permits required by Applicable Law for the performance of the Services

3.6. **Implied Requirements.** All products and Services not specifically mentioned in this Agreement, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

3.7. **Warranty.** Contractor shall be responsible for all work in this Agreement. Contractor shall make good, at Contractor’s expense, as may be necessary, any defective work or unsatisfactory Services rendered.

3.8. **Conflict of Interest.** Contractor shall not, absent written consent of WSIA, knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of WSIA and who are providing Services involving this Agreement or Services similar in nature to the scope of this Agreement to WSIA. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any WSIA employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with WSIA.

3.9. **Employment Eligibility, Nondiscrimination and Workplace Safety.** Contractor agrees to abide by all federal, state and local laws, rules and regulations regarding (1) employment eligibility and verification, including I-9 and immigration compliance; (2) prohibiting discrimination in employment; (3) workplace safety; (4) sanitation; and (5) food service and equipment

3.10. **Environmental Protection.** Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. Contractor shall report any violations to the applicable governmental agency. Any violations of applicable laws, rules and regulations shall be deemed a material breach of this Agreement.

3.11. **Care of, Use of and Access to Property.** Contractor shall be responsible for the proper care and custody of any personal tangible property and real property furnished for Contractor’s use by WSIA in connection with the performance of this Agreement, and Contractor will reimburse WSIA for such property’s loss or damage caused by Contractor, normal wear and tear excepted. Contractor employees are not authorized to use or possess property of WSIA, WSIA or property of their employees or Occupants, except in the performance of this Agreement or prior approval is obtained from an authorized officer of WSIA. Additionally, no person or employee family members shall be allowed on the Property who is not directly involved in the performance of the Services.

3.12. **Prohibition of Gratuities.** Neither Contractor nor any person, firm or corporation employed by Contractor 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 WSIA employee at any time.

3.13. **Retention of Records.** Unless WSIA specifies in writing a shorter period of time, Contractor 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. Contractor agrees that authorized federal and state representatives, including, but not limited to, WSIA personnel, WSIA personnel; independent auditors acting on behalf of WSIA, WSIA 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 WSIA.

3.14. **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:

If to Wichita State Innovation Alliance: Wichita State Innovation Alliance
Attn: President
Wichita State University

If to Contractor: [NOTICE INFORMATION FOR CONTRACTOR]
3.15. **Use of Marks, Logos and Marketing.** Contractor shall not use the name, logos, insignias or trademarks of WSU, WSIA, any affiliates of WSIA or WSIA’s Occupants in any publicity, advertising, promotional materials, news release or websites without the prior written approval of an authorized representative of WSIA.

3.16. **Taxes.** WSIA makes no representation as to the exemption from liability of any tax imposed by any governmental entity on Contractor. Contractor agrees to be responsible for any and all tax consequences of amounts paid to Contractor as an independent contractor by WSIA. WSIA will withhold no sums from amounts paid to Contractor, subject to applicable regulations of the Internal Revenue Service and/or the State of Kansas requiring withholding.

3.17. **Encumbrances.** Contractor shall not and hereby certifies that no assignment, sale, agreement or encumbrance has been or will be made or entered into by Contractor that would conflict with this Agreement.

3.18. **Third Party Beneficiaries.** This Agreement shall not be construed as providing an enforceable right to any third party.

3.19. **Assignment:** Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this Agreement without the prior written consent of WSIA. This Agreement may terminate in the event of its assignment, conveyance, encumbrance or other transfer by Contractor without the prior written consent of WSIA.

3.20. **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.

3.21. **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.

3.22. **Integration.** This Agreement, in its final composite form, shall represent the entire Agreement between the Parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the Parties relating to the subject matter hereof. This Agreement between the Parties shall be independent of and have no effect on any other Agreements of either party.

3.23. **Criminal or Civil Offense of an Individual or Entity That Controls a Company or Organization or Will Perform Work under this Agreement.** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontractor 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; and (3) conviction under state or federal antitrust statutes. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in termination of the Agreement.

3.24. **Acceptance.** No Agreement provision or use of items by WSIA shall constitute acceptance or relieve Contractor of liability in respect to any expressed or implied warranties.

3.25. **Waiver.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by WSIA shall not constitute a waiver.

3.26. **Modification.** This Agreement shall be modified only by the written agreement of the Parties. No alteration or variation of the terms and conditions of the Agreement 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.

3.27. Force Majeure. Neither party shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of the party. Causes shall include acts of nature, fires, or tornados that render the WSIA Property inhabitable.

3.28. Governing Law: This Agreement shall be governed by the laws of the State of Kansas and shall be deemed executed at Wichita, Sedgwick County, Kansas.

3.29. Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Sedgwick County. The United States District Court for the State of Kansas sitting in Wichita, Sedgwick County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which WSIA is a party.

SECTION IV
TERMS SPECIFIC TO WORK PERFORMED

4.1. Term. Subject to the rights to terminate as set forth in this Agreement, the term of this Agreement is for a period of two (2) years from the date of the award ("Initial Term"). WSIA shall have the option to renew the Agreement for up to five (5) additional two-year renewal periods unless otherwise terminated by either party as set forth in the Agreement ("Renewal Term"). The Initial Term and any Renewal Terms shall be referred collectively as the "Term." This Agreement shall automatically expire at the end of the then-current Term unless it is renewed or extended as set forth herein.

4.2. Property. Contractor shall provide Services at and on the Property.

4.3. Services to be provided by Contractor: The service provided by in this contract consists of furnishing labor, dumpsters, equipment, materials and performing all operations necessary to collect refuse and trash recyclables from buildings herein described at locations in the areas designated by WSIA. Refuse as referred to in this contract shall consist of any waste materials, discarded light bulbs, food wastes, plastic, etc., or any other material that can be placed in containers. Recyclables shall refer to those trash materials that Contractor deems are suitable for recycling and are placed in separately marked recycling containers by customers at each building site on a voluntary basis. Specific details are as follows:

1. Ensure that employees wear company uniform or ID badge for identification purposes.
2. All refuse shall be picked up and deposited in watertight compactor trucks that are owned by the Contractor. Contractor shall ensure trucks do not lose oil, grease, hydraulic fluids or other fluids at pick-up sites. Trucks used in conjunction with this contract shall be in good repair, equipped with working backup alarms, clean, well maintained and free of excessive noise, odor or emissions.
3. Provide policies on non-conforming waste products, i.e., any waste product in the dumpster not allowed in the waste handling facility, and explain how this waste would be handled.
4. Contractor shall be solely responsible for handling and disposing of any materials that it deems acceptable for recycling according to industry approved recycling standards.
5. Due care must be exercised to prevent scattering of waste on grounds and pick-up area must always be kept clean. No loose papers or other material shall be left around the pick-up site or allowed to blow while dumping operation is in progress. Areas in close proximity (approximately 10” x 10”) to the pick-up site shall be deemed Contractor's responsibility. The Contractor shall insure lids on containers are in good working order and closed after pick-ups. Haul containers shall be tied or enclosed so that leaking, spilling or blowing are prevented. The successful vendor will be fully and solely responsible for any consequential cleanup.
6. Provide regular service on a dependable basis and without interruption, regardless of weather, breakdowns, strike or other conditions.
7. Establish a pick-up time schedule before implementation of the contract and will be responsible to adhere to this schedule as closely as possible during the contract year. In some cases, Saturday pickups may be required. Pick-ups will be mutually agreed upon by each Occupant and Contractor.
Pick-ups will not be required when, due to a holiday, buildings on the Property are closed and no accumulation results. Any changes in service must be approved by each building Occupant.

8. Provide clean, safe and thoroughly reconditioned refuse dumpsters, carts and recycle carts at each building site. Contractor shall own and maintain all dumpsters and carts provided for this contract, and will be responsible for the appearance and all repairs of said equipment. WSIA reserves the right to request the replacement of any equipment deemed not to meet WSIA’s standards within 24 hours of notice to the vendor for removal, at the vendor’s expense.

9. Provide dumpsters and carts with lids, doors, hinges, locks or any other required part so the waste is secured from the elements and unauthorized access, theft and vandalism are discouraged.

10. There will be periods of unusual accumulation and special accommodations will be necessary due to unforeseen circumstances. All dumpsters (including the 8 cubic yard front-end loading compactors) which may include foodstuffs and dairy liquid must be kept in a neat clean condition and cleaned off-site per request. The Contractor must expect to handle these conditions to maintain the Property in a neat clean condition. In the event of continuing exceptional conditions, the Contractor must report to the WSIA contact for correction of such conditions.

11. The list of locations is subject to change as new construction of buildings on Property continues. A 30-day notice will be provided for cancellation at buildings that will no longer need service and for the startup of new locations or for any other changes that need to occur. Occupants have the right to change the size of containers and frequency of pickups based on refuse quantity. Occupants currently under alternate trash removal agreements may choose to complete those agreements prior to being included with this RFP group. Current pick-ups on the Innovation Campus areas are as follows:

CURRENT SCHEDULE OF PICKUPS
*****This List Is Subject to Change*****

<table>
<thead>
<tr>
<th>Current/Prospective Locations</th>
<th>Item/Dumpster</th>
<th>Pickups/Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airbus*</td>
<td>8 YD - trash</td>
<td>2</td>
</tr>
<tr>
<td>Braeburn Square</td>
<td>tbd</td>
<td>tbd</td>
</tr>
<tr>
<td>The Flats* (student housing)</td>
<td>8 YD – trash</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>6 YD – recycling</td>
<td>2</td>
</tr>
<tr>
<td>The Suites* (new student housing)</td>
<td>tbd</td>
<td>tbd</td>
</tr>
<tr>
<td>LETC*</td>
<td>8 YD</td>
<td>2</td>
</tr>
<tr>
<td>P2</td>
<td>tbd</td>
<td>tbd</td>
</tr>
<tr>
<td>Starbucks</td>
<td>4 YD – trash</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>4 YD – recycling</td>
<td>2</td>
</tr>
<tr>
<td>YMCA</td>
<td>tbd</td>
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</tbody>
</table>

Note: It is anticipated that locations above marked with asterisks (*) will be paid by tax exempt entities.

4.4. **Pricing:** Prices shall remain firm for the entire Term of the Agreement with Contractor. Contractor shall provide Occupants an option for recycling services at the additional fixed rate quoted on Proposal Form 3 – Cost Summary Sheet for the Term. Failure to adequately inspect the Property at the time of bid or contract shall not relieve Contractor from furnishing, without additional cost to WSIA, or Occupant any additional materials, equipment, supplies or labor that may be required to carry out the intent of the Agreement. Pricing shall be net delivered, including all trade, quantity and cash discounts. Any landfill or surcharges that would apply are a part of this contract and are to be included in the vendor’s bid.
and Occupants will not be responsible for paying any extra landfill charges in conjunction with this contract.

4.5. **Annual Pricing Adjustments:** On the annual anniversary date of this Agreement, pricing may remain as set forth in this Agreement (or any Amendments or pricing changes in writing), or the Parties may adjust the pricing, either upward or downward, keyed to industry or changes in the Property or Services. Contractor shall provide notice of any pricing adjustments at least thirty (30) calendar days prior to the end of the existing term, along with documentation substantiating any upward pricing adjustment. Price increases shall not exceed five percent (5%) of the then-existing pricing. WSIA may, in its sole discretion, terminate the Agreement upon 30-days advance written notice following any price increase by Contractor.

4.6. **Invoicing:** Contractor shall be required to submit invoices as directed by WSIA, including, but not limited to, direct billing to WSIA for each building or Occupant or directly to each listed property/building location or Occupant. Billing shall not be submitted more often than monthly unless otherwise directed by the Occupant. Invoices should include dates of services and itemization of any Special Services performed. Unless specified otherwise, Payment terms are Net 30 days. If the 30th calendar day noted above falls on a Saturday, Sunday or WSIA recognized holiday (as designated below in Section 4.9), Payment shall be made on the following workday.

4.7. **Personnel Qualifications.** Contractor warrants that all personnel assigned by it to perform any Services under this Agreement shall be employees of Contractor (or a Subcontractor approved in writing by WSIA), are at least 18 years of age, fully trained and qualified to perform the Services required and shall meet all personnel qualifications set forth in the Statement of Work. Contractor shall be responsible to ensure all approved Subcontractors adhere to the same personnel qualifications set forth in the Statement of Work. WSIA may, in its sole discretion and in furtherance of its best interests, refuse any person, including Contractor employees or Subcontractors, the ability to perform Services under this Agreement or on Property, and may, upon written request, require any employee or Subcontractor be replaced at any time, with or without cause. Contractor’s failure to comply with any such directive or request shall be considered a material breach of this Agreement.

4.8. **Industry Standards:** If not otherwise provided, materials or work called for in this Agreement 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.

4.9. **Schedule of Service:** Contractor shall state typical hours and days of the week in which their Service will be performed. Contractor shall also state its holidays, if any, and if there are holidays that will be observed by the Contractor, list alternate days that the service will be performed.

4.10. **Insurance.** Contractor must procure and maintain at Contractor’s expense, during the period of Agreement, the insurance and described in the following subparagraphs. Insurance must be with a company or companies qualified to do business in Kansas, acceptable to WSIA, and written on the standard approved comprehensive General Liability Policy form. Contractor must furnish a certificate showing that such insurance upon execution of this Agreement and no less than annually thereafter. Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies admitted to do business in the State of Kansas and having an A.M. Best Rating of (A-:VII) or better, and in amounts (unless otherwise specified), as WSIA may require:

1. **Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000:**
   - Employers Liability - Each Accident $1,000,000
   - Employers Liability - Each Employee $1,000,000
   - Employers Liability - Policy Limit $1,000,000

   Policies must include (a) Other States Endorsement to include Kansas if business is domiciled outside the State of Kansas, and (b) a waiver of all rights of subrogation and other rights in favor of WSIA;

2. **Commercial General Liability Insurance with limits of not less than:**
   - Each Occurrence Limit $5,000,000
General Aggregate $5,000,000

Policy will include independent contractor's liability, covering, but not limited to, the liability assumed under the indemnification provision of this agreement, fully insuring Contractor's (or Subcontractor's) liability for bodily injury (including death) and property damage.

3. Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $5,000,000 Combined Single Limit Bodily Injury and Property Damage; Pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48), shall be attached as required or allowed by applicable state laws. The contractor shall cause Certificates of Insurance evidencing the above coverage to be provided promptly upon request.

4. Umbrella/Excess Liability Insurance (if limits of $5,000,000 are not met in primary insurance contracts) with limits of not less than $4,000,000 per occurrence and aggregate with a deductible of no more than $10,000, and (i) providing coverage in excess of and (ii) “following form” subject to the same provisions as, the underlying policies required by General Liability and Commercial Auto Liability.

5. Contractor must agree to be solely responsible for, and shall indemnify WSIA and WSU for any claims or clean up related to, hazardous waste materials being disposed, leaked, dumped or released onto any WSU property or in the course of performing trash disposal services under this agreement.

6. Contractor must provide certificates of insurance for all third-party TSDs, subcontractors, and transporters. Certificates should meet all applicable requirements with regard to coverage and show the Contractor listed as additionally insured.

7. Contractor will deliver to WSIA:

Evidence satisfactory to WSIA in its sole discretion, evidencing the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

Additional evidence, satisfactory to WSIA in its sole discretion, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers’ Compensation and Employer’s Liability, will be endorsed and name University as an Additional Insured. All policies will be endorsed to provide a waiver of subrogation in favor of University. All policies with the exception of Workers’ Compensation and Employer’s Liability will be endorsed to provide primary and non-contributory coverage. No policy will be canceled until after thirty (30) days’ unconditional written notice to WSIA. All policies shall be endorsed requiring the insurance carrier providing coverage to send notice to WSIA 30 days prior to cancellation, material change, or non-renewal (60 days for non-renewal) relating to any insurance policy required herein.

8. The insurance policies required in this Agreement will be kept in force for the periods specified below:

Commercial General Liability Insurance, Business Automobile Liability Insurance; and

Workers’ Compensation Insurance and Employer’s Liability Insurance will be kept in force until receipt of Final Payments under this agreement to Contractor; and

Workers’ Compensation Insurance and Employer’s Liability Insurance will be kept in force until the Work has been fully performed and accepted by WSIA in writing.

Pollution Legal Liability Coverage shall be kept in force as follows: If policies are on an Occurrence basis, Contractor is required to maintain such insurance through the completion of the Work. If policies are Claims Made, Contractor is required to maintain coverage for 10 years following the completion of the Work.

9. **Certificates of Insurance.** Certificates shall name WSIA and its employees and agents as Additional Insureds, with the exception of Workers’ Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to WSIA, giving WSIA the right to pay the Premium to maintain coverage.

10. **Evidence of Insurance.** Upon request, Contractor shall provide copies of Insurance Policies (or other evidence satisfactory to WSIA) for at least the minimum insurance required by WSIA to the Contract Coordinator on or before the Effective Date of this Agreement and upon request by WSIA and without
charge to WSIA. The Commercial General Liability insurance policy shall name WSIA and its employees and agents, additional insureds with respect to any negligent acts or omissions of Contractor, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by them or any other person or persons under its direction and control. The Insurance Policies shall be endorsed to indicate that Contractor’s insurers will notify the Contract Coordinator in writing at least (30) days prior to cancellation of or any material change relevant to this Agreement in any of said insurance.

11. Insurance For Others Providing Covered Services. Contractor shall ensure that insurance, in at least the amounts provided by Contractor, shall be provided by or on behalf of any and all persons or entities other than Contractor, including but not limited to any approved subcontractor, performing any Covered Services. Contractor shall maintain evidence of such insurance coverage, satisfactory to WSIA in all respects, for any and all persons or entities, including but not limited to any approved subcontractor, performing any Covered Services, and provide such evidence to WSIA prior to the performance of any of the Covered Services by such parties or entities.

4.11. Security: In the event services are rendered at a secured site, Contractor may be required to provide WSIA a full list of employees assigned to work at the Property, and shall ensure that the list is updated contemporaneously with employee turnover and rehiring, sign in and out on a log provided at the Property and consent to OCR compliance screening as required by the Occupant.

4.12. Background Checks: Contractor shall, at its expense, request and obtain a criminal history background check for each employee assigned to perform Services under this Agreement. The written results of this check must be provided to WSIA or WSIA’s designee before the employee starts to work, unless otherwise agreed to by WSIA in writing. Employees and subcontractors convicted of a felony or any type of misdemeanor involving money, fraud, deceit or untruthfulness within 10 years prior to their proposed start date will not be allowed to perform Services on the Property.

4.13. Contractor Availability and Contacts: Upon request, Contractor shall provide WSIA a list of Contractor’s office hours and telephone numbers. Contractor shall provide a listing of emergency phone numbers of a Contractor representative who can be reached by WSIA twenty-four (24) hours a day, seven (7) days a week, to handle emergencies and/or to receive messages for WSIA needs. WSIA and Contractor shall exchange contact names and information to enable efficient communication between both Parties.

4.14. Equipment: All equipment including trucks, dumpsters, carts, etc. shall be furnished by Contractor. All equipment must be capable of providing high quality, commercial grade refuse collection service. Equipment designed for only light type, residential duty will not be permitted. WSIA reserves the right to periodically, at random, inspect equipment and further to require replacement if not adequate in WSIA’s evaluation.

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

4.16. Drugs: The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance or illegal drug by an employee of Contractor or approved subcontractor while performing Services on the Property is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for termination of the Agreement. Smoking is no longer allowed on the Wichita State University Campus.
Approximate Boundaries of Property Considered Part of the Innovation Campus for the Purpose of this RFP is Outlined in Red Below

Notes:

Areas not outlined in red are NOT included in this RFP.

Buildings sketched in colors may not currently exist. They are renderings of possible future structures.
PROPOSAL FORM 1
PROPOSAL COVER SHEET

Item: Exclusive Refuse and Recycling Collection Services for Businesses Located on the WSU Innovation Campus

Agency: Wichita State Innovation Alliance

Request No: IARFP-19-01

Closing Date: October 26, 2018; 4:00 p.m.

Legal Name of Person, Firm or Corporation Submitting Proposal

Toll Free Telephone Local Fax

E-Mail

Mailing Address

City & State Zip Code

FEIN Number

Signature Date

Typed Name of Signature Title

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 Code

Toll Free Telephone Local Fax

E-Mail

REFERENCES

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PROPOSAL FORM 2
CONTRACTOR CERTIFICATIONS

By submission of Contractor's Proposal and the signatures affixed thereto, CONTRACTOR certifies to the following:

1. **Specifications and Requirements Met.** All products and services proposed in Contractor’s Proposal meet or exceed all requirements and specifications of the Request.

2. **Minimum Qualifications.** Contractor has a minimum of three (3) years continuous active participation in the applicable industry as a distinct company, providing equipment and services comparable in size and complexity to the equipment and services specified.

3. **Debarment.** Contractor certifies that to the best of its knowledge neither it nor any of its principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.27, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to WSIA if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

By my signature below, I represent and warrant that I have reviewed the Request for Proposal identified above and I am submitting this fixed flat fee Proposal for the performance of all refuse collection services identified in this Request. I understand that WSIA will rely on the certifications and representations made by me in this Proposal in determining if a contract should be awarded.

Name __________________________ Title __________________________ Date __________________________
## PROPOSAL FORM 3
### COST SUMMARY SHEET

**Vendor Name:** ________________________________________________________________

### PRICING

#### MONTHLY FEE PER CONTAINER

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<th>CONTAINER SIZE</th>
<th>1 DAY/WEEK</th>
<th>2 DAY/WEEK</th>
<th>3 DAY/WEEK</th>
<th>4 DAY/WEEK</th>
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List all equipment / vehicles that will be used in order to provide this service – include quantity, size, year, model and condition of trucks:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

Please provide a list of any comparable accounts that your company currently services:

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________

What is the earliest date that your company can begin performing all services?

__________________________________________________________________________________________

Discuss any current local, state, or federal violations and any ongoing litigation that may cause conflicts or affect the ability of the vendor to provide services.

__________________________________________________________________________________________

(Optional) Vendors may provide alternate reduced pricing based on reduced levels of insurance coverage. (Please understand that minimum insurance coverages mandated by state law are non-negotiable.)

__________________________________________________________________________________________
__________________________________________________________________________________________
__________________________________________________________________________________________
CONTRACTOR ACKNOWLEDGMENT

By my signature below, I represent and warrant that I have reviewed the Request for Proposal identified above and I am submitting this **fixed flat fee** Proposal for the performance of all cleaning tasks in accordance with the specifications of the Request. I acknowledge and agree that I have read all terms and conditions of this Request and I have had an opportunity to ask questions about these terms, including advice from legal counsel and, if my Proposal is accepted by WSIA, I will accept the terms of the Agreement in substantially the form stated in this Request. I understand that WSIA will rely on the certifications and representations made by me in this Proposal in determining if a contract should be awarded.

________________________________________  ______________________________________  __________________________
Name                                      Title                                      Date