

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

RFP Number: Wichita 100005

RFP Issuance Date: Tuesday, July 8<sup>th</sup>, 2025

Pre-Proposal Virtual Conference: Tuesday, July 15<sup>th</sup>, 2025 @ 10:00AM CST [Zoom link](#)  
(Meeting ID: 964 7559 1760 Password-582593)

Clearance Request Deadline: Friday, July 18<sup>th</sup>, 2025, 5:00PM CST

Mandatory Pre-Proposal On-Site Visit: Tuesday, July 22<sup>nd</sup>, 2025 @ 9:00AM CST

Post Conference Question Due: Friday, July 25<sup>th</sup>, 2025 @ 5:00pm CST

RFP Closing Date: Tuesday August 5<sup>th</sup>, 2025 @ 2:00PM CST [Zoom link](#)  
{Meeting ID: 96066834469} {Password-119258}

Procurement Officer: Robby Murray  
316-978-5185  
[purchasing.office@wichita.edu](mailto:purchasing.office@wichita.edu)  
Wichita State University  
Office of Purchasing  
1845 Fairmount, Campus Box 38  
Wichita, KS 67260-003

**JANITORIAL SERVICES – WSU NIAR 13L and 23L ONLY**

Item /Service: The janitorial services requested by this RFP (the “Services”) are identified and to be performed in accordance with **Attachment 3: Description of Services and Cost Sheet.**

RFP Scope: This resulting award shall be for the procurement of the Services for the Service Location during the Period of Contract, as identified below.

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

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

Service Location: **WSU NIAR Satellite Locations:**  
3800 S Oliver: Buildings 13L and 23L (“Premises”)

Period of Contract: As set forth in Contract  
Probationary Period: First sixty (60) days  
Initial Term: One Year  
Renewals: Four (4) additional one (1) year renewal periods available

Guarantee: No monetary guarantee required

Procurement Type: Negotiated Bid [See Section 2.1]

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**READ THIS RFP CAREFULLY AND CHECK FOR UPDATES**

This RFP (Number Wichita 100005-Janitorial Services WSU NIAR 13L and 23L ONLY) was posted to WSU Office of Purchasing Internet website and may be downloaded at: [www.wichita.edu/purchasing](http://www.wichita.edu/purchasing).

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

**SECTION I**  
**CONDITIONS TO BID**

- 1.1. Basic Requirements.** Bidders must be a registered business in good standing and authorized to do business in the State of Kansas. Bidders must provide a certificate of good standing on request. Failure to provide proof of registration and/or a certificate of good standing may result in delay or disqualification.
- 1.2. Bid Specifications.** Bidder must be able to meet all bid specifications, minimum qualifications, and performance specifications set forth in this RFP.
- 1.3. Bid Proposal.** Bidder's Proposal must comply with Section III: Proposal Instructions and Requirements.
- 1.4. Proposal Reference Number:** The RFP Number identified on the first page of this RFP (the "RFP Cover Page") has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP, including any Proposal, and MUST be referred to in all verbal communications. Any communication or submission that does not reference the RFP Number may be rejected or not considered by WSU in WSU's discretion.
- 1.5. 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.
- 1.6. 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 IV: Award and Contract.
- 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. 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).

**SECTION II**  
**PROCUREMENT TYPE, PROCESS, AND SELECTION**

- 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 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. Virtual Pre-Proposal Virtual Conference:** An optional virtual Pre-Proposal conference has been scheduled for **Tuesday July 15<sup>th</sup>, 2025 @ 10:00am CST**. Attendance at the pre-proposal zoom conference is optional but recommended. The meeting can be accessed by the following [Zoom link](#): **Meeting ID: 964 7559 1760 Password-582593**)
- 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. Citizenship Verification Pre-Approval Process:** Due to the security of the Premises, Bidders are required to have citizenship verified prior to the Pre-Proposal On-Site Visit. To participate in the Pre-Proposal On-Site Visit, Bidders must submit the following information for each individual that intends to participate, Bidders **shall submit their responses into the Unimarket Supplier Portal** no later than **Friday, July 18<sup>th</sup>, 2025 at 5:00PM CST**. *If you have problems, reach out to the Procurement Officer at the contact information identified on the RFP Cover Page.*
- 2.6.1.** Full legal name
  - 2.6.2.** DOB
  - 2.6.3.** Address
  - 2.6.4.** Place of Employment
  - 2.6.5.** Employment Address
  - 2.6.6.** Affirmation of US Citizenship
- 2.7. Pre-Proposal On-Site Visit:**
- 2.7.1.** A mandatory pre-proposal on-site visit has been scheduled for **Tuesday July 22<sup>nd</sup>, 2025 at 9:00AM CST**. Attendance at the pre-proposal on-site visit is optional but recommended. For detailed itinerary instructions, please refer to **Attachment 7: On-Site Visit Itinerary**.
  - 2.7.2.** Due to space limitations, Bidders should attend with no more than two representatives.
  - 2.7.3.** Failure to participate in the On-Site Visit or to adequately inspect the Premises shall not relieve the Bidder, if awarded, from furnishing any and all materials, equipment, supplies, or labor that may be required to complete the Services and to carry out the intent of this RFP. Submission of a Proposal shall be construed as evidence that the Bidder has made necessary examination, inspection, and investigation.
- 2.8. Pre-Proposal Conference Attendance.** All questions requesting clarification of the RFP to be addressed at the pre-proposal conference must be submitted in writing to the Procurement Officer and received by the Procurement Officer prior to the close of business on the Pre-Conference Question Deadline stated in Article III. Impromptu questions will be permitted, and spontaneous unofficial answers provided, however bidders should clearly understand that the only official answer or position of WSU will be in writing through an addendum issued after the pre-proposal meeting. Additional questions may be submitted by the bidder after the pre-proposal conference as long as those questions are submitted no later than the Post-Conference Question Deadline stated in Article III. Failure to submit questions for clarification on time may result in those questions not being considered. Failure to notify the Procurement Officer of any conflicts or ambiguities in the Request may result in items being resolved in the best interest of WSU. Any modification to this RFP as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum and mailed to all Contractors who received the original request from the Office of Purchasing. Only written communications are binding.
- 2.9. 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.
- 2.10. 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:

- 2.10.1. 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];
- 2.10.2. Ability to execute **Attachment 5: Professional Services Agreement** without material modification;
- 2.10.3. Any prior experience providing the Services and/or similar janitorial services to WSU within the five (5) year period prior to Proposal;
- 2.10.4. Documented experience in providing the Services and/or similar janitorial services to any third-parties;
- 2.10.5. Product, service, and performance;
- 2.10.6. Equipment owned by Bidder to be used in providing requested Services;
- 2.10.7. Qualified personnel to perform the Services;
- 2.10.8. Adequacy and completeness of Proposal;
- 2.10.9. Compliance with the terms and conditions of the RFP; and
- 2.10.10. Response format as required by this RFP.

**2.11. Proposal Disclosures:**

- 2.11.1. 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](mailto:purchasing.office@wichita.edu)

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

- 2.12. **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.

**SECTION III**  
**PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

**3.1 Proposal Form & Certifications**

- 3.1.1** Bidders must submit a Proposal that complies with the requirements set forth in this Section. Bidders can include additional information with their Proposal, including but not limited to photos, renderings, plans, designs, quotes, and references with its Proposal except that all such additional information shall be properly marked to include the Bidder's name and RFP Number and shall make every effort to number all pages.
- 3.1.2** Bidders must fully complete and submit with its Proposal all certifications and forms attached or referenced in this RFP.
- 3.1.3** 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.

**3.2 Preparation of Proposal:**

- 3.2.1** A Proposal shall not be considered for award if the price in the Proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other Bidder, competitor or public officer/employee.

**3.3 Submission of Proposals.** Proposals must be sent / delivered so that they are received by WSU no later than the RFP Closing Date indicated on the RFP Cover Page. WSU's preferred method of submission is through our eProcurement System – **Unimarket Supplier Portal.**

- 3.3.1** One (1) electronic version of the Bidder's Proposal, including literature and other supporting documents, shall be entered into the Unimarket Supplier Portal.
- 3.3.2** All emails or communications transmitting Proposals shall contain, for identification, the title, the RFP Number, and the Subject of the RFP.
- 3.3.3** The Bidder shall attach the Proposal attachments to their RFP response in Unimarket. An Adobe PDF document type is preferred, but Microsoft Word, Excel, JPEG, and other formats will be accepted.
- 3.3.4** Bidders will be contacted if additional information is needed.
- 3.3.5** Proposals received prior to the Closing Date shall be kept secured and sealed until closing if they are properly identified as instructed above. WSU shall not be responsible for the premature opening of a Proposal or for the rejection of a Proposal that was not received prior to the Closing Date because it was not properly identified.
- 3.3.6** Late Proposals will not be considered a valid Proposal and will not receive consideration.

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

**3.5 Modification of Proposals:** A Bidder may modify a Proposal electronically In the Unimarket Supplier Portal at any time prior to the closing date and time for receipt of proposals.

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

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

**3.8 Content of Proposals:** All Bidders shall include the following information as part of their Proposal:

**3.8.1 Company Overview, Qualifications, and Experience.** Provide a narrative description of its firm, its capacity to provide the Services, and the Bidder's qualifications and experience in providing the Services or similar janitorial services. Bidder should demonstrate in its Proposal that it is an established firm recognized for its capacity to perform and capable of mobilizing sufficient personnel to provide the Services and meet the requirements specified by WSU. All Bidders must have a minimum of three (3) years continuous active participation in the applicable industry.

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

**3.8.3 Information Regarding Personnel and Staffing Plan.** Provide a list of personnel to be used to perform the Services, including such personnel's qualifications, work experience, education, accomplishments, and any other relevant information demonstrating level of experience. Provide a staffing plan, which describes the number of personnel anticipated to be assigned, as well as the number of man-hours anticipated, and the methodology that will be utilized to provide the Services.

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

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

**3.8.6 Fees for Services.** Complete Attachment 3: Description of Services and Cost Sheet in its entirety by providing 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 is required to generate the proposed cost for cleaning for each location, separately, in the space provided on Attachment 3: Description of Services and Cost Sheet.

**3.8.7 References.** Complete Attachment 4: References in its entirety by identifying three (3) references that have used Bidder to complete the same or similar services within the last three (3) years, including a contact person with a telephone number and email address.

**3.8.8 Exceptions:** By submission of a Proposal, Bidder is acknowledging and accepting all terms and conditions of the RFP, including its willingness to sign Attachment 5: Professional Services Agreement, unless clearly avowed and wholly documented in a separate section of the 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.

**3.8.9 Tax Documentation and Insurance:** Provide an affidavit or certificate demonstrating compliance with any requirements set forth in Attachment 6: Tax Documentation and Insurance.

**3.8.10 Bidder Signature:** Complete and execute Attachment 8: Bidder Signature Sheet.

#### **SECTION IV AWARD AND CONTRACT**

*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 Professional Services Agreement ("Contract").*

**4.1 Award:** Bidder's Proposal is not deemed accepted by WSU until a Contract is executed between WSU and the Contractor.

**4.2 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.

- 4.3 Contract Contacts / Citizenship Verification.** Upon notice of award, WSU and Contractor shall provide contact names and information to enable efficient communication between both parties in furtherance of finalization of Contract. Due to the security of the Premises, upon notice of award, the successful Bidder is required to have citizenship of anticipated personnel verified prior to the execution of the Contract. Within **five (5) days** of notice of award, the successful Bidder must submit the following information for each individual that intends to provide services under the Contract:
- 2.1.1. Full legal name
  - 2.1.2. DOB
  - 2.1.3. Address
  - 2.1.4. Place of Employment
  - 2.1.5. Employment Address
  - 2.1.6. Affirmation of US Citizenship
- 4.4 Contract Documents:** The successful Bidder (“Contractor”) will be required to enter into a separate written Professional Services Agreement with WSU (referred to herein as the “Contract”), which will govern the contractual relationship between WSU and Contractor. Bidders are strongly encouraged to review the Professional Services Agreement attached hereto as **Attachment 5: Professional Services Agreement** in detail prior to submitting a Proposal. By submitting a Proposal, the Bidder acknowledges that it has reviewed **Attachment 5: Professional Services Agreement** and agrees to execute it in substantially the form provided, without material modification. Proposals that require no or fewer modifications are likely to be viewed more favorably. Any requested revisions that are not included in the Proposal will not be considered following the RFP Closing Date.
- 4.5 Order of Precedence:** In the event of a conflict in terms of language among the Contract and other RFP-related documents, the following order of precedence shall govern:
- 4.5.1 Executed Contract between WSU and Contractor;
  - 4.5.2 This RFP, including any and all addenda; and
  - 4.5.3 Bidder’s Proposal, as submitted in response to this RFP.
- 4.6 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](https://www.wichita.edu/about/policy/ch_03/ch3_06.php).
- 4.7 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.
- 4.8 Payments:** WSU shall not be responsible for, and does not agree to be charged, any payments for costs or items not listed in the Bidder’s Proposal.
- 4.9 Restrictions on Use:** Contractor employees, agents, visitors 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 Services.
- 4.10 Default on Delivery:** Any Contractor who defaults on delivery as defined in this RFP may, be barred from bidding on any subsequent requests for proposals for a period to be determined.
- 4.11 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.



- 4.12 Anti-Kickback:** When WSU has reasonable grounds to believe that a violation of the Anti-Kickback Act of 1986 may have occurred, WSU shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting department or agency of the United States or the Department of Justice. WSU shall cooperate fully with any Federal agency investigating a possible violation of the Anti-Kickback Act of 1986. The Contracting Officer may (1) offset the amount of kickback against any monies owed by the United States under the prime contract and/or (2) direct that the Prime Contractor withhold from sums owed a Contractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (1) of this clause be paid over to the United States Government unless the Government has already offset those monies under subdivision (2) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld. WSU agrees to incorporate the substance of this clause, including this subparagraph in all subcontracts which exceed \$100,000.
- 4.13 Criminal or Civil Offense of An Individual or Entity That Controls A Contractor or Organization or Will Perform Work Under The Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed in the Proposal and during the term of the Contract. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a Contractor or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Any conviction for a felony criminal offense, or an adverse judgment in a civil case, that involves the actual or threatened harm to the health or safety of an individual must be disclosed. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.
- 4.14 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.
- 4.15 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.

**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 current 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 038  
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, Subch. 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:**  
**DESCRIPTION OF SERVICES AND COST SHEET**

By submitting a Proposal, Bidder agrees that it can and will furnish all materials, equipment, supplies, and labor necessary to perform the janitorial services (the “Services”) necessary to clean and maintain the Premises in accordance with the specifications herein. Bidder further understands and agrees that, if awarded, the substance of this Description of Services and Cost Sheet will be incorporated into the Contract.

**Bidder is required to generate the proposed cost for cleaning for each location, separately, in the space provided below.**

**I. GENERAL INFORMATION**

The Prices set forth herein do not include costs associated with consumable restroom and hygiene supplies, including toilet paper, paper towels, seat covers, feminine hygiene products, hand soap, hand sanitizer, or trash can liners, which will be provided by WSU; provided that Bidder shall notify WSU when such supplies are needed, as applicable. The Prices assume that Bidder will furnish any and all other materials, equipment, supplies, and labor necessary to complete the Services in a manner satisfactory to WSU. For the avoidance of doubt, “materials, equipment, and supplies” includes, but is not limited to: personal protective equipment, cleaning supplies, disinfectants, floor cleaners, glass cleaners, toilet bowl cleaners, degreasers, detergents, waxes, carpet cleaning supplies, cleaning towels, dust cloths, vacuums, brooms, mops, and buckets. It is Bidder’s responsibility to comply with all applicable state and federal safety regulations.

The Prices further include the Bidder’s cost of doing business, such as overhead, management, supervision, postage, shipping, telephone, internet, fax, photocopying, research, insurance, and general office expenses, unless expressly set out as an Additional Service.

**II. DESCRIPTION OF BUILDING 13L AND REQUIRED SERVICES**

A. Description of Building 13L:

3800 S. Oliver, Building 13L, Totaling 2,673 sq. ft. of space; inclusive of both men’s and women’s rest rooms, Mezzanine area above rest rooms, office, and lab areas. Floorplan attached to **Attachment 5: Professional Services Agreement** (Building 13L Layout).

B. Required Services at Building 13L:

If awarded the Contract, Bidder will perform all Services at as set forth in **Attachment 5: Professional Services Agreement** (13L Custodial Checklist).

C. Bidder’s Proposed Price: ***Bidder to generate proposed cost here or in its Proposal:***

Cost for Cleaning Building 13L: \$                      Per Month

**III. DESCRIPTION OF BUILDING 23L AND REQUIRED SERVICES**

A. Description of Building 23L:

3800 S. Oliver, Building 23L, Totaling 39,963 sq. ft. of space, inclusive of both men’s and women’s restrooms, offices, workspaces, lobbies, halls, stairs, conference rooms and break rooms. Floorplan attached as **Attachment 5: Professional Services Agreement** (Building 23L Layout).

B. Required Services at Building 23L:

If awarded the Contract, Bidder will perform all Services at as set forth in **Attachment 5: Professional Services Agreement** (23L Custodial Checklist).

C. Bidder’s Proposed Price: ***Bidder to generate proposed cost here or in its Proposal:***

Cost for Cleaning Building 23L: \$                      Per Month

**IV. ADDITIONAL SERVICES**

In addition to the Services, there may be a need for additional cleaning activities. These over and above activities will be coordinated with Contractor and agreed to separately in writing. The labor rate shall be at the rate identified below.

***Bidder to identify any additional costs for cleaning activities here or in its Proposal:***

**V. REFUNDED, CREDITED OR DISCOUNTED FEES.**

***Bidder to describe any circumstances where WSU would receive a refund, credit, or discount of the proposed fees here or in its Proposal:***

**ATTACHMENT 4:**  
**REFERENCES**

**REFERENCE NO. 1**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**REFERENCE NO. 2**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**REFERENCE NO. 3**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ATTACHMENT 5:**  
**PROFESSIONAL SERVICES AGREEMENT**

## PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered as of the date of the last signature to this Agreement ("Effective Date"), by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, 1845 Fairmount, Wichita, KS 67260-0007 ("WSU") and **[INSERT NAME OF CONTRACTOR]**, a **[insert state of incorporation and business type]** and its employees, subsidiaries and affiliates, doing business at **[insert address]** ("COMPANY"), referred individually as "Party" and collectively as "Parties."

### WITNESSETH:

**WHEREAS**, WSU issued a Request for Proposal (RFP), Bid No. Wichita 100005, for Janitorial Services – WSU NIAR 13L and 23L Only ("Services");

**WHEREAS**, COMPANY timely submitted a response to the RFP (the "Proposal") on or before the RFP Closing Date, which WSU has accepted;

**WHEREAS**, WSU desires to retain COMPANY to provide Services on an as-needed basis to furnish janitorial services, including daily cleaning tasks, as specified in the Statement of Work ("SOW");

**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.**

- 1.1. The initial term of this Agreement shall be a sixty (60) day period following the Effective Date of this Agreement, which shall constitute a probationary period (the "Probationary Period"). During the Probationary Period, COMPANY's performance will be evaluated to ensure alignment with the expectations, deliverables, and standards outlined in this Agreement.
- 1.2. During the Probationary Period, WSU may terminate this Agreement without cause or penalty by providing forty-eight (48) hours' written notice to COMPANY.
- 1.3. If the Agreement is not terminated during the Probationary Period or otherwise terminated in accordance with Section 2 (Termination), this Agreement shall continue in full force and effect for one year following the Effective Date (the "Initial Term").
- 1.4. At the conclusion of the Initial Term, this Agreement may be renewed for up to four (4) additional one-year terms, subject to a mutual written agreement by both Parties.



## **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 thirty (30) days' written notice to the other Party.
- 2.2. WSU may terminate this Agreement upon written notice to COMPANY, and such termination shall be effective immediately upon 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) COMPANY becomes insolvent or files for bankruptcy; (iii) COMPANY fails to deliver the Services within the time specified by this Agreement or any written extension; (iv) COMPANY fails to perform the Services; or (v) if COMPANY is in breach of any other term of this Agreement and COMPANY fails to cure such breach within three (3) business days of receipt of notice of such breach; or (vi) if, in WSU's sole discretion, the Services provided by COMPANY create a risk to the health and safety of WSU or the WSU community including, but not limited to students, staff, and visitors.
- 2.3. If WSU fails to make payment for Services within the time required by this Agreement, COMPANY may terminate this Agreement following written notice of intent to terminate to WSU and expiration of a thirty (30) day right to cure period.
- 2.4. If this Agreement is terminated in part, COMPANY shall continue all Services not terminated.
- 2.5. Upon termination, WSU shall compensate COMPANY for approved Services rendered through the date of notice of termination and COMPANY shall immediately provide WSU any and all work in process, and return all projects, materials or work product to WSU, existing as of the date of notice of termination or as otherwise specified by WSU. COMPANY shall provide reasonable and necessary assistance to allow for transition to another contractor or provider, if required.

## **3. Services.** COMPANY will be responsible for the services (the "Services") as outlined in ATTACHMENT A: STATEMENT OF WORK (the "SOW"). COMPANY also agrees to comply with the following terms and conditions:

- 3.1. COMPANY shall not perform any Services outside of the SOW except as approved in advance and in writing by WSU. Any changes to COMPANY's pricing or additional costs assessed by COMPANY must be approved in writing by WSU before any work commences.
- 3.2. Services provided by COMPANY shall be consistent with the RFP and COMPANY's Proposal, which are incorporated into this Agreement by this reference as though set forth in their entirety herein.

## **4. Invoicing; Payment.**

- 4.1. Invoices shall be submitted in accordance with the SOW.
- 4.2. In consideration of the Services and assistance rendered to WSU by COMPANY, WSU will pay COMPANY in accordance with the rates set forth in the SOW.
- 4.3. Payment shall be paid to COMPANY within forty-five (45) days of receipt of acceptable invoice, it being specifically understood and agreed by the Parties that said payment is intended to compensate

COMPANY for all COMPANY'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. If the 45th day falls on a weekend, legal holiday, or WSU holiday, WSU shall have until the next business day to make payment.

- 5. Relationship of the Parties and Independent Contractor Status.** The Parties agree that COMPANY 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 COMPANY does and how COMPANY 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. COMPANY shall receive no compensation except that set forth in this Agreement and COMPANY shall not be entitled to any of the benefits, perquisites or emoluments of employment normally provided to WSU employees.
- 6. Subcontracting.** Due to COMPANY's unique abilities, COMPANY shall not subcontract, assign, or transfer any interest in this Agreement without prior written approval of WSU. COMPANY 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. Qualifications; Personnel.**
  - 7.1. COMPANY warrants that COMPANY, and all personnel assigned by COMPANY to perform any Services under this Agreement, are fully trained and qualified to perform the Services required; at least eighteen (18) years of age; and shall meet all personnel qualifications required by WSU, including passing all required security screening and background checks (including, but not limited to sex offender and criminal checks) and meeting all work authorization and export compliance requirements. All on-boarding and screening costs shall be at COMPANY's sole expense. COMPANY shall be responsible to ensure all approved subcontractors adhere to the same personnel qualifications and shall include similar provisions in any contract with any approved subcontractor. COMPANY'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.
  - 7.2. At least fourteen (14) days prior to assigning any personnel (of COMPANY or any approved subcontractor) to perform work under this Agreement or as soon as feasible based on the assignment date, COMPANY shall provide WSU with the following information:
    - 7.2.1. Full legal name**
    - 7.2.2. DOB**
    - 7.2.3. Address**
    - 7.2.4. Place of Employment**
    - 7.2.5. Employment Address**
    - 7.2.6. Affirmation of US Citizenship**

- 7.3. Upon execution of this Agreement, on a quarterly basis, and upon WSU's request, COMPANY shall provide to WSU a full and updated list of any and all personnel (of COMPANY or any approved subcontractor) assigned to perform work under this Agreement. Upon request by COMPANY, any personnel performing work under this Agreement may be required to sign a "Personal Acknowledgement Form for External Access to WSU Controlled Spaces" (in substantially the same form as ATTACHMENT B: PERSONAL ACKNOWLEDGMENT FORM) and/or a "Non-Disclosure Agreement" (in substantially the same form as ATTACHMENT C: NON-DISCLOSURE AGREEMENT).
- 7.4. COMPANY shall not substitute key personnel assigned to this performance of this Agreement without prior written approval of WSU. Key personnel for the purposes of this Agreement are: [insert].
- 7.5. COMPANY shall provide WSU a list of COMPANY's office hours and telephone numbers, including a list of emergency phone numbers of COMPANY, who can be reached by WSU twenty-four (24) hours a day, seven (7) days a week, to handle emergencies and/or to receive messages for WSU needs.
- 7.6. WSU may, in its sole discretion and in furtherance of its best interests, refuse any person (including COMPANY, COMPANY employees, subcontractors, or its employees) the ability to perform Services under this Agreement or on WSU property, and may, upon written request, require such person be removed or replaced at any time, with or without cause. COMPANY'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.
- 7.7. The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance or illegal drug by any person (including COMPANY, COMPANY employees, subcontractors, or its employees) while performing Services is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for termination of the Agreement.
- 7.8. Any person (including COMPANY, COMPANY employees, subcontractors, or its employees) entering WSU premises to provide Services may be required to sign in and log out, in accordance with procedures established by WSU.
- 8. Employment Eligibility, Nondiscrimination, and Workplace Safety.** COMPANY agrees to abide by all federal, state and local laws, rules and regulations regarding (i) employment eligibility and verification, including I-9 and immigration compliance; (ii) prohibiting discrimination in employment; (iii) workplace safety, including but not limited to WSU's reasonable compliance, safety, and security policies and procedures; (iv) sanitation; and (v) protection of the environment. COMPANY shall immediately report any suspected or actual violations to WSU. Any violations of applicable laws, rules and regulations shall be deemed a failure to perform under the Agreement and subject to immediate termination as set forth in Section 2.2 of this Agreement.
- 9. Insurance.** COMPANY must procure and maintain, at COMPANY'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. COMPANY must furnish a certificate showing that such insurance upon execution of this Agreement and no less than annually thereafter.
- 9.1. 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 COMPANY, its agent,

representatives, and employees. COMPANY must furnish certificates of insurance to WSU in the following minimum limits prior to execution of an agreement:

- 9.1.1. Comprehensive General Liability Insurance. COMPANY 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.
- 9.1.2. Comprehensive Automobile Liability Insurance. COMPANY shall maintain comprehensive automobile liability insurance with limits not less than \$500,000 for bodily injury and property damage combined, and must cover all owned, non-owned or hired vehicles of COMPANY.
- 9.1.3. Worker's Compensation Insurance. COMPANY shall maintain worker's compensation insurance and as required by Kansas law.
- 9.1.4. Property Insurance. COMPANY shall maintain insurance in an amount of not less than \$500,000 to cover all sums, which COMPANY will legally be liable to pay be reason of liability for damages to or destruction of WSU property, including the loss of use thereof.
- 9.1.5. Employer's Liability Insurance. COMPANY shall maintain employer's liability insurance with limits not less than \$100,000 bodily injury by accident; \$100,000 bodily injury by disease -each employee; and \$500,000 bodily injury by disease – policy limit.

**10. Travel.** COMPANY understands and agrees that travel to and from WSU and third-party facilities, and between WSU facilities, may be necessary for completion of the Services. Such travel shall not be subject to reimbursement unless expressly set forth in the applicable SOW.

**11. Indemnification and Hold Harmless.**

- 11.1. COMPANY shall indemnify and hold harmless WSU against any and all loss or damage to the extent arising out of COMPANY'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.
- 11.2. 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 COMPANY's custody and control, where such loss or destruction is to WSU property. COMPANY shall do nothing to prejudice WSU right(s) to recover against third parties for any loss, destruction or damage to WSU property.

**12. 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.*).

**13. Standards; Compliance with Laws and Policy.** COMPANY 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 COMPANY'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, COMPANY 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, COMPANY 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.

**14. Licenses, Registrations, and Permits.** COMPANY warrants, represents, and agrees that COMPANY and all individuals and subcontractors assigned to provide Services will obtain and maintain, at COMPANY’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. COMPANY must provide proof of all required licenses and permits to WSU prior to commencing Services and upon request.

**15. Warranty.** COMPANY shall be responsible for all work in this Agreement. COMPANY shall make good, at COMPANY’s expense, as may be necessary, any defective work or unsatisfactory Services rendered. All Services shall be subject to acceptance by WSU, and COMPANY shall promptly correct any deficiencies identified during the acceptance process at no additional cost, and WSU retains the right to require COMPANY to return within twenty-four (24) hours, at no additional charge, to correct any such deficiency.

**16. Confidential Information.**

16.1. In the performance of this Agreement, COMPANY understands that COMPANY may receive information that is marked confidential or that COMPANY reasonably ought to know should be treated as confidential (“Confidential Information”). During the term of the Agreement under which Confidential Information is disclosed, and for a period of five (5) years thereafter, COMPANY hereby agrees to maintain in confidence all Confidential Information of WSU disclosed to COMPANY in connection with COMPANY’S performance under this Agreement. COMPANY 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 COMPANY’s officers or employees who have executed a confidentiality agreement with restrictions as prohibitive of these. COMPANY agrees to promptly notify WSU upon discovery of any unauthorized use or disclosure of the Confidential Information.

16.2. If COMPANY receives access to any sensitive or classified information or data (“Sensitive Data”), including but not limited, personally identifiable information, controlled unclassified information, classified information, or protected health information, COMPANY shall comply with all applicable laws and regulations governing such Sensitive Data, regardless of whether such access is intentional, accidental, or incidental.

**17. Conflict of Interest.** COMPANY 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, COMPANY 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.

**18. Equipment; Care of, Use of, and Access to WSU Property.**

- 18.1. COMPANY shall use its own equipment, tools, and supplies, except as required by WSU or as required by a third-party receiving the benefit of COMPANY'S Services. All equipment must be capable of providing high quality, commercial grade janitorial services. Equipment designed for only light type or residential duty will not be permitted. WSU reserves the right to periodically, at random, inspect equipment and further to require replacement if not adequate in WSU's evaluation.
- 18.2. COMPANY shall be responsible for the proper care and custody of any WSU property and real property furnished for COMPANY's use in connection with the performance of this Agreement, and COMPANY will reimburse WSU for such property's loss or damage caused by COMPANY, normal wear and tear excepted.
- 18.3. While performing Services or on WSU premises, COMPANY and any person (including COMPANY, COMPANY employees, subcontractors, or its employees) performing Services shall notify WSU of any irregularities noticed, such as defective plumbing, electrical switches or plugs, leaks, etc.

**19. Prohibition of Gratuities.** Neither COMPANY nor any person, firm or corporation employed by COMPANY 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.

**20. Compliance.**

- 20.1. COMPANY 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 §120.6, or otherwise declared ineligible for the award of contracts by any Federal agency. COMPANY shall provide immediate written notice to WSU if at any time COMPANY learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 20.2. COMPANY further agrees, to the extent applicable, to comply with all U.S. Laws relating to the 22 U.S.C. 2778-2780 of the Arms Export Control Act (AECA) and the International Traffic in Arms Regulations (ITAR) (22 Code of Federal Regulations Parts 120-130), and the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. Disclosing Party shall notify WSU in writing prior to disclosure of any technical data or other items subject to EAR or ITAR. Disclosing Party will reasonably cooperate with and support WSU in obtaining the correct Export Control Classification Number (ECCN), the harmonized Tariff Schedule (HTS) number or classification of a defense article.
- 20.3. COMPANY 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.

**21. Retention of and Examination of Records.**

- 21.1. Unless WSU specifies in writing a shorter period of time, COMPANY 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.



21.2. COMPANY 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.

**22. 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 University:

Attn: Office of Purchasing  
Wichita State University  
1845 Fairmount Street  
Wichita, KS 67260-0028

With a copy to:

Attn: General Counsel  
Wichita State University  
1845 Fairmount Street  
Wichita, KS 67260-0205  
General.counsel@wichita.edu

If to COMPANY:

Attn: [insert]  
[insert]

With a copy to:

[insert]

**23. Use of Marks, Logos, and Marketing.** COMPANY 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. COMPANY 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. COMPANY may also refer to WSU by name and reprint the WSU logo in any internal or governmental report or summary report prepared by COMPANY as it relates to the services provided by COMPANY to WSU.

**24. Force Majeure.** Neither Party shall be liable to the other for any failure or delay caused by events beyond the Party’s reasonable control, including, without limitation, a failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures. (in each case, a “Force Majeure Event”), provided the party that is prevented from carrying out its obligations hereunder (the “Affected Party”): (i) notifies the other party (the “Non-Affected Party”) immediately of any Force Majeure Event, and (ii) uses its reasonable best efforts to mitigate and remedy the adverse effects of such a Force Majeure Event. In the event said Force Majeure Event persists for longer than thirty (30) days, the non-Affected Party shall have the option to terminate this Agreement, without penalty.

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

- 26. Encumbrances.** COMPANY hereby certifies that no assignment, sale, agreement or encumbrance has been or will be made or entered into by COMPANY that would conflict with this Agreement.
- 27. Third Party Beneficiaries.** This Agreement shall not be construed as providing an enforceable right to any third party.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. Assignment.** This Agreement may not be assigned by COMPANY 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.
- 32. 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.
- 33. State of Kansas Terms.** The provisions found in the Contractual Provisions Attachment (Form DA-146a – as modified by WSU), which can be accessed at: <https://www.wichita.edu/administration/generalcounsel/DA-146a.php>, are hereby incorporated into this Agreement and a made part thereof. Any conflict between this Agreement and Form DA-146a shall be governed by Form DA-146a unless expressly stated otherwise herein. WSU may change the Contractual Provisions Attachment at any time in its sole discretion. Such changes shall be effective upon posting of such updates to the web address listed herein. Contractor is responsible for periodically visiting the Contractual Provisions Attachment webpage to review changes, if any.
- 34. 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.
- 35. 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, notwithstanding, any non-disclosure or confidentiality agreements directly relating to the SOW.



[signature page to follow]

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**

**[INSERT NAME OF CONTRACTOR]**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**DATE**

316-978-3285  
gc.contracts@wichita.edu

\_\_\_\_\_  
**CONTACT INFORMATION (PHONE, E-MAIL)**

\_\_\_\_\_  
**CONTACT INFORMATION (PHONE, E-MAIL)**

**ATTACHMENT A  
STATEMENT OF WORK**

Contract Ref. No.: Bid Award for Bid No. Wichita 100005

Project Description: Janitorial Services – WSU NIAR Satellite Locations 13L and 23L ONLY

COMPANY: [INSERT NAME OF CONTRACTOR]

Date: [INSERT]

Coordinator for COMPANY: [INSERT]

**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. This SOW defines the janitorial services that COMPANY agrees to perform for WSU at two locations: (1) 3800 S. Oliver, Building 13L and (2) 3800 S. Oliver, Building 23L (collectively, the “Premises”).

**II. SCOPE OF WORK**

COMPANY shall furnish all labor, materials, equipment, and supplies necessary to perform janitorial services (the “Services”) required to clean and maintain the Premises in a neat, clean, and visually presentable condition. The specifications provided herein (each, referred to as a “Custodial Checklist”) are intended to serve as a guide in support of this objective and are not intended to limit COMPANY’s obligation to perform the Services in a thorough and satisfactory manner.

**A. Materials, Equipment, and Supplies:**

For the avoidance of doubt, “materials, equipment, and supplies” includes, but is not limited to: personal protective equipment, cleaning supplies, disinfectants, floor cleaners, glass cleaners, toilet bowl cleaners, degreasers, detergents, waxes, carpet cleaning supplies, cleaning towels, dust cloths, vacuums, brooms, mops, and buckets. It is COMPANY’s responsibility to comply with all applicable state and federal safety regulations. Material Safety Data Sheets (MSDS) will be furnished to WSU upon request for any chemicals used, and any such chemicals shall be stored in the proper manner as required by law. WSU reserves the right to inspect, evaluate, and approve all such “materials, equipment, and supplies” prior to use.

Notwithstanding the foregoing, COMPANY shall not be responsible for providing consumable restroom and hygiene supplies, including toilet paper, paper towels, seat covers, feminine hygiene products, hand soap, hand sanitizer, or trash can liners, which will be provided by WSU; provided that COMPANY shall notify WSU when such supplies are needed, as applicable.

**B. Description of Building 13L and Required Services:**

i. Description of Building 13L:

3800 S. Oliver, Building 13L, Totaling 2,673 sq. ft. of space; inclusive of both men’s and women’s rest rooms, Mezzanine area above rest rooms, office, and lab areas. Floorplan attached as Attachment A-1: Building 13L Layout.



ii. Required Services at Building 13L:

COMPANY shall, at a minimum, perform all Services identified in Attachment A-2: 13L Custodial Checklist.

iii. Cleaning Schedule:

Services will be provided at Building 13L Monday through Friday, between 5 p.m. and 7:30 p.m.

**C. Description of Building 23L and Required Services:**

i. Description of Building 23L:

3800 S. Oliver, Building 23L, Totaling 39,963 sq. ft. of space, inclusive of both men's and women's restrooms, offices, workspaces, lobbies, halls, stairs, conference rooms and break rooms. Floorplan attached as Attachment A-3: Building 23L Layout.

ii. Required Services at Building 23L:

COMPANY shall, at a minimum, perform all Services identified in Attachment A-4: 23L Custodial Checklist.

iii. Cleaning Schedule:

Services will be provided at Building 23L Monday through Friday, between 8 a.m. and 7 p.m.

**D. Disposal of Trash and Toxic Substances:**

COMPANY agrees to dispose of any and all trash in designated receptacles and agrees to dispose of any and all toxic or hazardous substances in accordance with federal, state and local statutes and regulations and further agrees to indemnify WSU from any liability resulting therefrom.

**E. Securing of Building.**

If Services are provided before or after the applicable facility operating hours, COMPANY will comply with all policies and processes communicated to COMPANY with regard to the securing of the building.

**F. Quality Control Inspections:**

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

### III. SCHEDULE OF SERVICES

All Services will be performed during the hours specified for each respective location ***identified above***. Cleaning is not required on official holidays if cleaned after last occupancy prior to the holiday. The official WSU Holidays include:

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

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

### IV. COMPENSATION

WSU will compensate COMPANY for Services as follows:

- A. Cost for Cleaning Building 13L: \$                      Per Month
- B. Cost for Cleaning Building 23L: \$                      Per Month
- C. Additional Services: [insert here based on information submitted with Proposal]

### V. INVOICE TERMS

COMPANY will submit invoices not more often than monthly after Services are performed to: Attn: Office of Purchasing, Wichita State University, 1845 Fairmount, Wichita, KS 67260-0038. Invoices shall be issued individually for each building and shall include the following: date of invoice; date of completion of work; RFP Number Wichita 100005; itemization of all applicable charges; and net amount due.

## ATTACHMENT A-1: BUILDING 13L LAYOUT

1



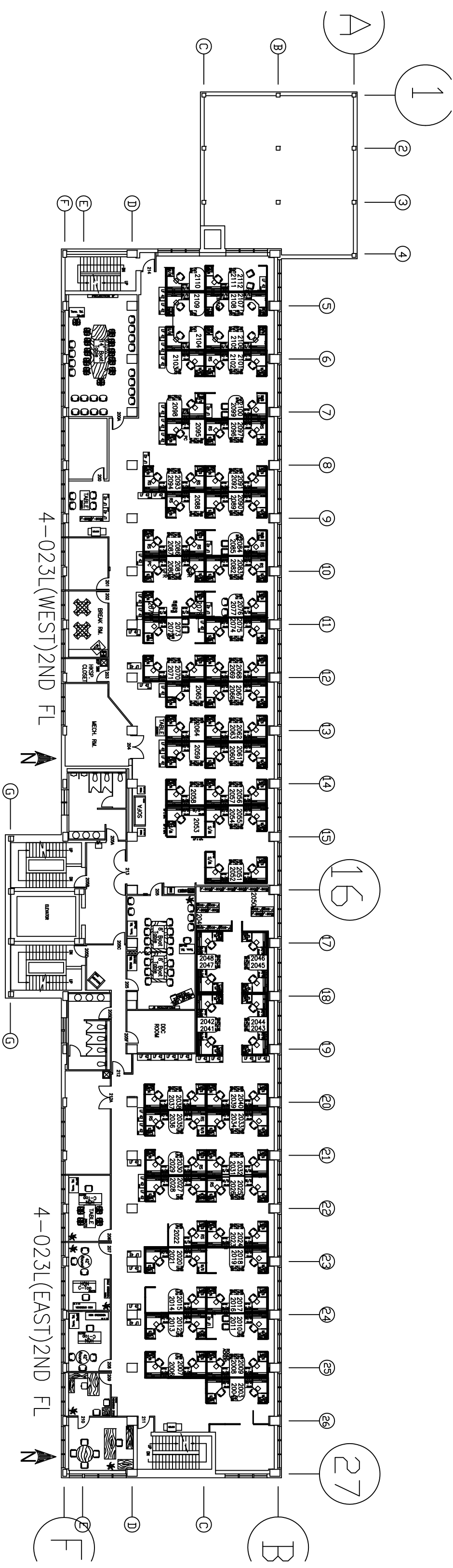
**ATTACHMENT A-2: BUILDING 13L CUSTODIAL CHECKLIST**

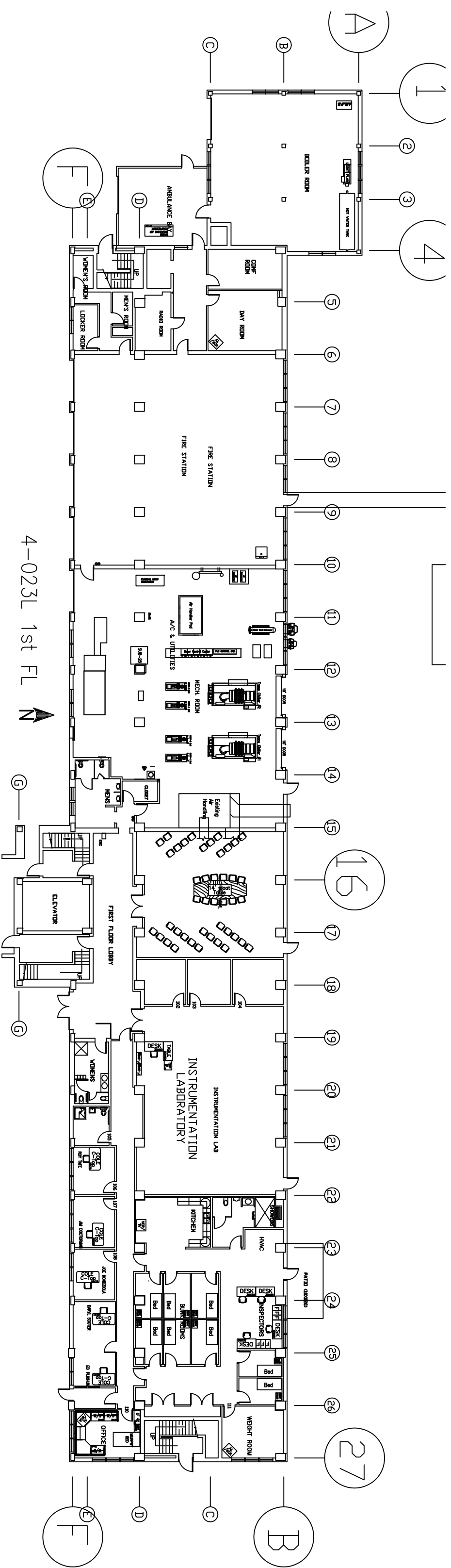


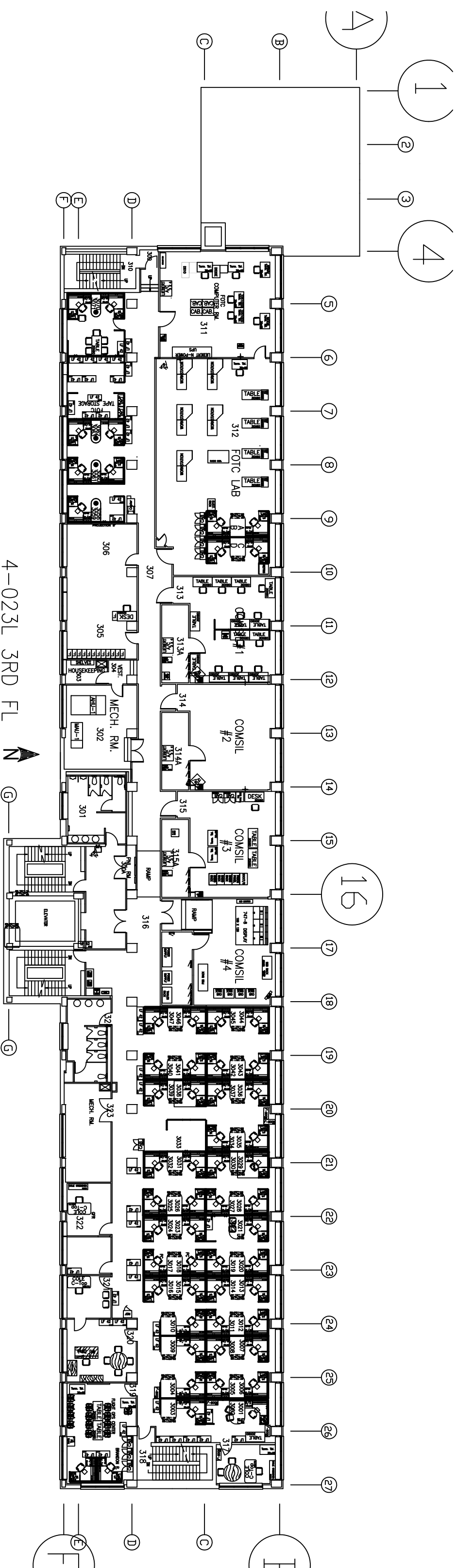
Exhibit B (13L) Custodial Checklist		3800 S Oliver (13L) Totaling 2,6731 Sq Ft.	Main Floor, and Mezanine	Cleaning Schedule: Weekday Services (M-F)(1 Shifts/day)(5 -7:30pm)
			Notes	
Bathrooms:  1 Mens each floor multiple stalls/1 Women's each floor multiple stalls	Toilets	Seats	Clean daily M-F (1) shifts/day	
		Sink Bowls	Clean daily M-F (1) shifts/day	
		Fixtures	Clean daily M-F (1) shifts/day	
	Urinals	Porcelain	Clean daily M-F (1) shifts/day	
		Fixtures	Clean daily M-F (1) shifts/day	
	Sinks	Faucets & Handles	Clean daily M-F (1) shifts/day	
		Bowls	Clean daily M-F (1) shifts/day	
	Counters		Clean daily M-F (1) shifts/day	
	Mirrors		Clean daily M-F (1) shifts/day	
	Floors	Swept	Clean daily M-F (1) shifts/day	
		Mopped	Clean daily M-F (1) shifts/day	
	Toilet Paper		Restock as needed	
	Hand Soap		Restock as needed	
	Sanitary Waste Baskets		Emptied daily M-F (1) shifts per day	
	Stalls & Doors		Wiped daily M-F (1) shifts/day	
	Walls		Wiped daily M-F (1) shifts/day	
	Hand Dryers		Wiped daily M-F (1) shifts/day	
	Trash Bins		Emptied daily M-F (1) shifts/day	
Offices, Work Spaces, & Lobbies	Floors	Swept	No action	
		Mopped	No action	
		Vacuumed	No action	
	Desks	Dusted	No action	
		Wiped	No action	
	Dust	Walls	No action	
		Vents	No action	
		Shelves	No action	
		Décor	No Action	
	Rugs		No Action	
	Trash Bins		Emptied daily M-F (1) or as needed in the Engineering office area	
Laboratory	Floors	Swept	No action	
		Mopped	No action	
	Railings	Dusted	No action	
		Wiped	No action	
	Trash Bins		Weekly or as needed	
	Artwork & Décor		No action	
Mezanine/Conference Room	Floors Vacuumed or Mop		Weekly	
	Chairs		No action	
	Furniture	Dusted	Weekly	
		Wiped	No action	
	/s	Dusted	Weekly	

Jim Office and Me	TV	Wiped	No action
	Trash Bins		Clean daily M-F (1) shifts/day
	Walls		No action
	Artwork & Décor		No action
	Glass	Windows	No action
		Doors	No action
Break Rooms East and West	Appliances	Microwaves	Clean daily M-F (1) shifts/day
		Fridges	No action
		Coffee Makers	No action
	Food Market	Glass	No action
		Doors & Handles	No action
	Counters		Clean daily M-F (1) shifts/day
	Trash Bins		No action
	Sinks	Faucets & Handles	No action
		Fixtures	No action
	Tables		Clean daily M-F (1) shifts/day
	Chairs		No action
	Floors	Swept	No action
		Mopped	No action
	Walls		No action
	Artwork & Décor		No action

**ATTACHMENT A-3: BUILDING 23L LAYOUT**







**ATTACHMENT A-4: BUILDING 23L CUSTODIAL CHECKLIST**

Exhibit A (23L) Custodial Checklist		3800 S Oliver (23L); 3 Levels Totaling 39,963 sq ft.	Cleaning Schedule: (M-F)(1 Shift/day)(8am-7pm) {1st floor 10,807 sq ft} {2nd floor 19,437 sq ft} { 3rd floor 9,719 sq ft}
			Notes
Bathrooms:  1 Mens each floor multiple stalls/1 Women's each floor multiple stalls	Toilets	Seats	Clean daily M-F (1) shifts/day
		Sink Bowls	Clean daily M-F (1) shifts/day
		Fixtures	Clean daily M-F (1) shifts/day
	Urinals	Porcelain	Clean daily M-F (1) shifts/day
		Fixtures	Clean daily M-F (1) shifts/day
	Sinks	Faucets & Handles	Clean daily M-F (1) shifts/day
		Bowls	Clean daily M-F (1) shifts/day
	Counters		Clean daily M-F (1) shifts/day
	Mirrors		Clean daily M-F (1) shifts/day
	Floors	Swept	Clean daily M-F (1) shifts/day
		Mopped	Clean daily M-F (1) shifts/day
	Toilet Paper		Restock as needed
	Hand Soap		Restock as needed
	Sanitary Waste Baskets		Emptied daily M-F (1) shifts/day
	Stalls & Doors		Wiped daily M-F (1) shifts/day
	Walls		Wiped daily M-F (1) shifts/day
	Hand Dryers		Wiped daily M-F (1) shifts/day
	Trash Bins		Emptied daily M-F (1) shifts/day
Offices, Work Spaces, & Lobbies	Offices to be Cleaned daily (vacuum, wipe down desks, clean glass and empty trash): 215, 305, 301		
	All other Offices cleaned as follows		
	Floors	Swept	Clean daily M-F (1) shifts/day
		Mopped	Clean daily M-F (1) shifts/day
		Vacuumed	Cleaned once per week
	Desks	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	Dust	Walls	Cleaned once per week
		Vents	Cleaned once per week
		Shelves	Cleaned once per week
		Décor	No Action
	Rugs		No Action
	Doors with Glass		Clean daily M-F (1) shifts/day
Halls & Stairs	Trash Bins		Emptied daily M-F (1) shifts/day
	Floors	Swept	Cleaned once per week
		Mopped	Cleaned once per week
	Railing	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	Walls		Cleaned once per week
	Artwork & Décor		No action
Conference Rooms	Conference Rooms to be cleaned daily (vacuum, wipe down furniture, empty trash, clean glass) Room 100, 216, 207, 303, 302		
	All other Conference Rooms cleaned as follows		
	Floors Vacuumed		Cleaned once per week
	Chairs		Wiped down once per week
	Furniture	Dusted	Cleaned once per week
		Wiped	Cleaned once per week
	TV's	Dusted	No action
		Wiped	No action
	Trash Bins		Emptied daily M-F (1) shifts/day
	Walls		Wiped down once per week
	Artwork & Décor		No action
Break Rooms	Glass	Windows	Wiped down once per week
		Doors	Clean daily M-F (1) shifts/day
	Appliances	Microwaves	Wiped daily M-F (1) shifts/day
		Fridges	Wiped down once per week
		Coffee Makers	Wiped daily M-F (1) shifts/day
	Food Market	Glass	No action
		Doors & Handles	No action
	Counters		Wiped daily M-F (1) shifts/day
	Trash Bins		Emptied daily M-F (1) shifts/day
	Sinks	Faucets & Handles	Wiped daily M-F (1) shifts/day
		Fixtures	Wiped daily M-F (1) shifts/day
	Tables		Wiped daily M-F (1) shifts/day
	Chairs		Wiped daily M-F (1) shifts/day
	Floors	Swept	Clean daily M-F (1) shifts/day
		Mopped	Clean daily M-F (1) shifts/day



## ATTACHMENT B PERSONAL ACKNOWLEDGMENT FORM



### Personal Acknowledgement Form for External Access to WSU Controlled Spaces

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

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

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

WSU Visitor:

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

*If you have any comments or questions about this form, please reach out to the Export Compliance Office at [exportcontrols@wichita.edu](mailto:exportcontrols@wichita.edu).*

WICHITA STATE UNIVERSITY – OFFICE OF EXPORT CONTROLS & COMPLIANCE | 1845 Fairmount Street | Wichita, Kansas 67260  
(316) 978-COMP | [www.wichita.edu/compliance](http://www.wichita.edu/compliance)



ATTACHMENT C  
NON-DISCLOSURE AGREEMENT



WICHITA STATE  
UNIVERSITY

NON-DISCLOSURE AGREEMENT  
CONTRACTOR

NAME ("Receiving Party"): \_\_\_\_\_

DEPARTMENT ("Workgroup"): \_\_\_\_\_

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

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

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

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

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

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

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


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

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



Signature of Receiving Party

  
Date

  
Printed Name/Job Title

WSUGC FORM NDA-02Di (CONTRACTOR-Not Project Specific) (01/19)

NDA - CONTRACTORS

**ATTACHMENT 6:**  
**TAX DOCUMENTATION AND INSURANCE**

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

All Bidders must affirm compliance with and submit, with their Proposal, proof of such compliance with the Insurance requirements in **Attachment 5: Professional Services Agreement** (at Section 8: Insurance).

**ATTACHMENT 7:  
ON-SITE VISIT ITINERARY**

An On-Site Visit will be conducted to allow access to the Premises.

**Mandatory On-Site Visit Date: Tuesday, July 22<sup>nd</sup>, 2025 @9:00am CST**

1. Prior to the On-Site Visit Date, all pre-approvals identified in Section II:, at §2.6 ("Citizenship Verification Pre-Approval Process") must be complete. Following submission of the required information, WSU will communicate whether participation in the Pre-Proposal On-Site Visit is approved and will provide relevant gate codes for access.
2. Starting Location:  
3800 S Oliver Bldg. 23L  
Wichita KS 67210  
**Gate Code: {Contact Purchasing Office directly in advance of the scheduled visit  
316-978-3080}**
3. Park
4. Meet Allison Bonitati in outside lobby
5. Take walking tour through all three floors of Building 23L
6. Following tour, walk from Building 23L to Building 13L.
7. Meet with Jim Dellinger for walking tour of first floor and mezzanine of 13L.
8. This will conclude the On-Site Visit.

**ATTACHMENT 8:  
BIDDER SIGNATURE SHEET**

<b>BIDDER SIGNATURE SHEET</b>			
<b>INSTRUCTIONS TO BIDDER:</b> 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.”			
<b>1. RFP Name:</b>			
<b>2. Bidder Legal Name:</b>			
<b>3. FEIN Number:</b>			
<b>4. Any Other Relevant Name under which Bidder Operates:</b>			
<b>5. Bidder Parent Contractor, if any:</b>		Corporation <input type="checkbox"/>	
		Limited Liability Contractor <input type="checkbox"/>	
		Not for Profit <input type="checkbox"/>	
		Other <input type="checkbox"/> Describe:	
<b>6. Identify Corporate Structure:</b>			
<b>7. Address:</b>			
<b>8. Main Telephone Number:</b>			
<b>9. Contact Person if Awarded Bid:</b>	Name:		
	Title:		
	Phone Number:		
	E-Mail:		
<b>10. Do you certify that this Proposal meets the minimum Performance Specifications set forth in Attachment 5?</b>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>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?</b>			Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>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.</b>			
	Address:		
	City, State, Zip		
	Phone Number:		
<p><b>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.</b></p>			
<b>Name of Authorized Official:</b> _____		<b>Title:</b> _____	
<b>Signature:</b> _____		<b>Date:</b> _____	