

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered as of the date of the last signatures to this Agreement (“Effective Date”), by and between **WICHITA STATE UNIVERSITY**, a state educational institution of Kansas, 1845 Fairmount, Wichita, KS 67260-0007, (hereinafter “WSU”) and **PINNACLE FIRE & AUTOMATION, LLC**, a Kansas limited liability company, and its employees, subsidiaries and affiliates, doing business at 329 N. Waco, Wichita, KS 67202 (hereinafter “COMPANY”), referred individually as “Party” and collectively as “Parties.”

WITNESSETH:

WHEREAS, WSU issued a Request for Proposal (RFP), Bid No. B0001855, for On-Call Fire Alarm Testing, Inspection Services, and Repairs (“Services”);

WHEREAS, COMPANY submitted a response to bid on or before the bid closing date of July 24, 2024, which WSU has accepted;

WHEREAS, WSU desires to retain COMPANY to provide Services on an as-needed basis and as set forth in this agreement and its attachments;

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

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

1. **Term.** That the term of this Agreement for Professional Services shall begin September 1, 2024 and to continue through the earlier of: (i) August 30, 2025 (“Initial Term”), (ii) the conclusion of the Services as agreed to in writing by the Parties, or (iii) the termination of the Agreement as provided in Section 2. At the conclusion of the Initial Term and unless otherwise terminated, this Agreement shall automatically renew for four (4) successive one-year terms.
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 three calendar days from the date of delivery of such notice, should any of the following occur: (i) funds are not available for this Agreement, or if funds are not specifically appropriated for this Agreement in WSU’s final budget; (ii) 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 make progress or meet any of the progress deadlines, so as to endanger performance of this Agreement; (v) if COMPANY is in breach of any other term of this Agreement and COMPANY fails to cure such breach within five (5) 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. COMPANY may terminate this Agreement following written notice of intent to terminate to WSU and expiration of a fifteen (15) business day right to cure period in the event WSU fails to deliver the Compensation within the time specified by this Agreement or any written extension.
 - 2.4. COMPANY shall continue all Services not canceled. In the event of cancellation of this Agreement, WSU may require COMPANY to deliver to WSU all work in process existing as of the date of cancellation.
 - 2.5. Upon termination, WSU shall compensate COMPANY for approved Services rendered through the date of notice of termination and COMPANY shall immediately return any and all work in process, and all projects, materials or work product to WSU, existing as of the date of notice of cancellation or as otherwise specified by WSU.
- 3. Services.** COMPANY will be responsible for the professional services as outlined in the Statement of Work attached hereto as ATTACHMENT A and related tasks as are assigned by WSU staff in writing, which are made a part of this Agreement by this specific reference ("Services"). COMPANY also agrees to comply with the following terms and conditions:
- 3.1. Before any work commences, COMPANY and WSU will discuss the task and scope of work and arrive at a mutually agreeable amount of time to be spent on the task and the date that the task will be completed.
 - 3.2. COMPANY shall not perform any Services outside of the Statement of Work 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.
 - 3.3. Services provided by COMPANY shall be consistent with the Bid specifications set forth in the RFP, COMPANY's response to bid, and pricing. Bid specifications, other terms of the RFP, and COMPANY's response to bid are incorporated into this Agreement by this reference as though set forth in their entirety herein.
- 4. Payment for Services.** That in consideration of the Services and assistance rendered to WSU by COMPANY, WSU will pay COMPANY according to the rates and schedule set forth in the SOW. Payment shall be paid to COMPANY upon receipt of 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. Changes to COMPANY's rate must be approved in writing by WSU before any work commences. COMPANY will submit invoices upon completion of deliverables to: Attn: Office of Purchasing, Wichita State University, 1845 Fairmount, Wichita, Kansas 67260-0038. Payment shall be due net forty-five (45) days from the date of an acceptable invoice, which invoice date shall not be in advance of the date of Services provided. Payments will be made in accordance with the Kansas Prompt Payment Act (K.S.A. 75-6401 through 75-6407, as amended).
- 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. Qualifications; Key Personnel; Subcontracting.

6.1. COMPANY warrants COMPANY, and all personnel assigned by COMPANY to perform any Services under this Agreement, are fully trained and qualified to perform the Services required and shall meet all personnel qualifications required by WSU. COMPANY shall be responsible to ensure all approved Subcontractors adhere to the same personnel qualifications. WSU may, in its sole discretion and in furtherance of its best interests, refuse any person, including COMPANY, COMPANY employees, or Subcontractors, the ability to perform Services under this Agreement or on WSU property, and may, upon written request, require any employee or Subcontractor be replaced at any time, with or without cause. 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.

6.2. 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 listed in ATTACHMENT A.

6.3. 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. Equipment. 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.

8. 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.

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

8.1.1. 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.

8.1.2. 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.



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

8.1.4. 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.

8.1.5. Employees Dishonesty Bond. COMPANY shall secure a blanket employees' dishonesty bond with minimum limits of \$40,000 per loss.

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

10. Indemnification and Hold Harmless.

10.1. 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.

10.2. WSU shall not be precluded from receiving the benefits of any policy coverage or proceeds that an insurance company may carry which provides for indemnification for any loss or damage to property in 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.

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

12. Standards; Compliance with Laws and Policy. 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.

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



- 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. This includes, but is not limited to, those licenses and permits required by the City of Wichita, Kansas, set forth in the City of Wichita Municipal Code, as amended from time to time, for the provision of Services. COMPANY must provide proof of all required licenses and permits to WSU prior to commencing Services.
- 15. Safety, Security and Background Checks.** Prior to commencement of Services or at any time during the term of this Agreement, WSU may, in its sole discretion, require COMPANY, COMPANY's employees and any approved subcontractors providing services in support of this Agreement, to submit to and pass security screening and background checks including, but not limited to sex offender and criminal checks. WSU may, in its sole discretion and in furtherance of its best interests, refuse any person, including COMPANY AND COMPANY's employees or subcontractors, the ability to perform services under this Agreement or on the premises, and may, upon written request, require COMPANY, COMPANY's employees, or any subcontractor be replaced at any time, with or without cause. 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.
- 16. 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.
- 17. Confidential Information.** In the performance of this Agreement COMPANY understands that COMPANY may receive information that is confidential ("Confidential Information") to WSU. During the term of the Agreement under which Confidential Information is disclosed, and for a period of five (5) years thereafter, 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.
- 18. 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.
- 19. 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; (iv) sanitation; and (v) food service and equipment. 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.
- 20. Care of, Use of and Access to WSU Property.** 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.

21. 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.

22. Compliance.

22.1. 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.

22.2. 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.

23. Retention of Records. 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. 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.

24. 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

If to COMPANY:

Pinnacle Fire & Automation, LLC
329 N. Waco
Wichita, KS 67202



With a copy to:

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

With a copy to:

[optional]

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. Third Party Beneficiaries.** This Agreement shall not be construed as providing an enforceable right to any third party.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. 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.

- 34. 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.
- 35. 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.
- 36. Entire Agreement.** This Agreement (including all documents attached or referenced) is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement, not-withstanding, any non-disclosure or confidentiality agreements directly relating to the SOW.

[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

PINNACLE FIRE & AUTOMATION, LLC

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

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

CONTACT INFORMATION (PHONE, E-MAIL)

Tiffini Brown

Office Administrator

8/13/2024

316-409-1524 - tiffini@pinnacle-fire.com

CONTACT INFORMATION (PHONE, E-MAIL)

**ATTACHMENT A
STATEMENT OF WORK**

Contract Reference or Number: Award in Response to Bid No 0001855

Project Description: On-Call Fire Alarm Testing, Inspection, Services, and Repair

COMPANY: Pinnacle Fire & Automation, LLC

Date: 09/01/2024

Coordinator for COMPANY: Jared Brown, Service Manager (316) 644-6217, jared@pinnacle-fire.com

I. INTRODUCTION

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

II. SCOPE OF WORK

COMPANY will provide fire alarm testing, inspection, services, and repair on an as-needed basis for listed locations as scheduled and as otherwise directed by WSU.

III. COMPENSATION

Compensation for Services will be made pursuant to COMPANY’s rate sheet attached to and made a part of this Statement of Work. Changes in rate must be approved by WSU in advance of invoice.

IV. PAYMENT TERMS

Payment terms are Net 30. Payment will be made within thirty (30) days from the date of an acceptable invoice, which invoice date shall not be in advance of the date of Services provided.

V. WORK REQUIREMENTS

As set forth in the attachments to the SOW and the bid specifications documents.

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

RFP Number: B0001855

RFP Issuance Date: Friday, June 28th, 2024

RFP Question Deadline: Monday, July 8th, 2024 @ 5:00pm

RFP Closing Date: Friday, July 19th, 2024 @ 2:00pm

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

Item / Service: **On-Call Fire Alarm Testing, Inspection Services and Repairs**

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

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

Service Locations: **All Current WSU Facilities as listed in Attachment A**

Period of Contract: 9/1/2024 through 8/31/2025
(with four (4) additional one (1) year auto-renewal periods)

Guarantee: No Monetary Guarantee Required

RFP Scope: WSU is issuing this Request for Proposal (“RFP”) to solicit proposals (“Proposals”) from Platinum Level Honeywell Dealers (“Bidders”) to provide On-Call Fire Alarm Testing, Inspection Services and Repairs.

Procurement Type: Sealed Bid (See Section 2.1)

READ THIS RFP CAREFULLY AND CHECK FOR UPDATES

This RFP (Number B0001855) was posted to WSU Office of Purchasing Internet website and may be downloaded at: www.wichita.edu/purchasing.

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

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

SECTION I

ATTACHMENT 4: ADDITIONAL CONTRACT PROVISIONS SPECIFIC TO THIS RFP

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

- 4.1 Experience:** All bidders must have a minimum of three (3) years active participation in the inspection, testing, and maintenance of fire alarm systems. Qualified personnel shall include, but not limited to, one or more of the following:
- a) Personnel who are factory trained and certified for fire alarm system service of the specific type and brand of system.
 - b) Personnel who are certified by a nationally recognized fire alarm certification organization acceptable to the authority having jurisdiction
 - c) Personnel who are registered, licensed, or certified by a state or local authority
 - d) Personnel who are employed and qualified by an organization listed by a nationally recognized testing laboratory for the servicing of fire alarm systems
- 4.2** Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed. If Bidder cannot meet this requirement, provide a written explanation as to why. Inability to meet this requirement is not necessarily grounds for disqualification and such determination will be made within the sole discretion of WSU.
- 4.3 Payment Terms:** Unless otherwise agreed to in writing by WSU and Bidder, pursuant to the Kansas Prompt Payment Act (K.S.A. 75-6403(b)), all payment terms are Net 30 days from the date the goods are delivered and finally accepted by WSU. If the 30th day falls on a weekend, legal holiday, or WSU holiday, WSU shall have until the next business day to make payment.
- 4.4 Vendor Contracts:** Bidder shall include an editable Word version copy of any proposed terms and conditions applicable to this purchase.
- 4.5 On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to WSU any materials, equipment, supplies or labor that may be required to carry out the intent of this Request. Submission of a bid shall be construed as evidence that the vendor has made necessary examination, inspection, and investigation. Failure to properly inspect the site may result in rejection of the vendor's bid.
- 4.6 Materials and Workmanship:** Bidders shall perform all work and furnish all supplies and materials, specialty tools; laptop computer, hardware, various materials (test smoke, heat gun, ladders, lifts, etc.), facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.
- 4.7 Shipping; Deliveries:** Unless otherwise agreed to in writing by WSU and Bidder, all proposals shall include all packing, handling, and shipping charges FOB Destination, freight prepaid and allowed. The destination shall be WSU's receiving dock. All orders shall be shipped within seven (7) business days of receipt of a purchase order. Deliveries must be clearly marked with the purchase order number. If delays in delivery are anticipated, Bidder shall immediately notify WSU of the revised delivery date or partial delivery date. WSU reserves the right to cancel the order and receive a return of any prepaid fees if the updated delivery time is unsatisfactory.
- 4.8 Warranty and Acceptance:** By submitting a bid, Bidders expressly warrant that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by WSU, (2) be fit and sufficient for the purpose

expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of WSU's acceptance of or payment for such equipment, supplies, and/or services.

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

The Standard Manufacturer's Warranty, for all equipment bid, is to be considered a part of these conditions. Bidders must provide a ONE (1) year PARTS AND LABOR warranty on all devices and/or labor provided as part of an award that results from this Solicitation.

The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The contractor shall be responsible for all work put in under these specifications. The contractor shall make good, repair and replace, at the contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of Wichita State University and/or Office of Purchasing said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed.

- 4.9 Implied Requirements:** All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the vendor's response.
- 4.10 Technical Literature:** All bids shall include specifications and technical literature sufficient to allow WSU to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Proposals without sufficient technical documentation may be rejected.
- 4.11 Equipment:** All offered equipment, equipment options, and hardware expansions must be identified by the manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
- 4.12 Documentation:** Examples of documentation delivered by the manufacturer with purchase of items shall be included. Vendor must be able to deliver additional copies (beyond the response set) of documentation on an immediate basis for use in the evaluation process. Within the section, vendors may use any format. Include detailed, standard, published literature describing each equipment item and feature offered.
- 4.12 Upgrades:** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.
- 4.13 Quality:** Materials used, and workmanship shall be of the highest quality. Vendor should keep in mind that this Request for Proposal provides potential for negotiations and does not require an award to low bid. Although cost is very important, the University reserves the right to evaluate using additional criteria including, but not limited to, cost, quality, weight, durability, delivery time, proposal initiative, vendor experience and related past performance, etc.

- 4.13 Default on Delivery:** Any vendor who defaults on delivery as defined in this Request may, be barred from bidding on any subsequent Request for a period to be determined.
- 4.14 Award:** Award will be by line item or group total, whichever is in the best interest of the WSU.
- 4.15 Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using department and must include the following:
- Date of invoice;
 - Date of completion of work;
 - Purchase Order number and Contract number;
 - Itemization of all applicable charges; and
 - Net amount due.
- 4.16 Indefinite Quantity Contract:** This Request is for an open-ended contract between a vendor and WSU to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.
- 4.17 Prices:** Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to WSU. Failure to provide available price reductions may result in termination of the contract.
- 4.18 Price Adjustments:** On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) of the existing contract. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.
- 4.19 Unit Pricing:** Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.
- 4.20 Sales Tax Determination:** This Project has been determined by the Kansas Department of Revenue to be exempt from Kansas Sales Tax(es). The cost of said tax must be EXCLUDED FROM all Bid and Contract prices. Sales tax includes all applicable state, county, and city sales tax. "The University will provide the Contractor with a tax exemption number for their use."

6.0 Specifications and Statement of Work

6.1 OBJECTIVES:

The purpose of this scope of work is to define the requirements for the scheduled testing of fire alarm system devices (smoke detectors, pull stations, horn/strobes, etc.) from various manufacturers such as Notifier, Simplex etc. and identifying worn parts for replacement within Wichita State University buildings.

The intent of this Contract is to fully maintain the proper working order of the fire alarm system over its expected lifespan. Work shall be done in accordance with the National Fire Protection Assoc. (NFPA) 72 specifications (current year adopted for State of Kansas) and be compliant with referenced codes.

The system shall be kept in conformance with NFPA 72 (current year adopted for State of Kansas) and the original (or approved replacement) sequence of operations.

Contractor required to be a Platinum Notifier Catalyst Partner which provides the required certified experts with access to specialized solutions discounts and training. Evidence of platinum level shall be provided upon request.

6.2 SERVICE LOCATIONS: Enclosed is an example of the current scope of service locations. Please provide pricing using **Attachment A-Building Price List and Cost Sheet**.

The list of locations is subject to change as new construction of buildings on campus continues. Thirty (30) Day notice will be given for cancellation of buildings that no longer need service.

For the startup of new locations or for any other changes that need to occur the WSU Fire Inspector will be responsible for notifying the vendor.

6.3 Additional Services Pricing and Cost Sheet

Provide pricing using **Attachment B-Additional Services Pricing and Cost Sheet**

6.4 SPECIFIC REQUIREMENTS: Unless noted otherwise, all devices are to be tested annually.

6.4.1 Smoke Detectors:

- a) All detectors shall be tested with a listed spray test smoke.
- b) All detectors shall be tested in all areas accessible to the contractor.
- c) All detectors out of reach or in hard-to-reach areas can be magnet tested.

6.4.2 Heat Detector:

- a) All restorable heat detectors shall be tested utilizing an approved method.
- b) Non-restorable heat detectors SHALL NOT be tested using a heat source.

6.4.3 Pull Stations:

- a) All pull stations shall be tested and re-set.

6.4.4 Beam Detector (in building so equipped):

- a) The beam detector shall be tested using the manufacturer's obscuration screen or equivalent.
- b) Test detector for total blockage of beam (trouble).

6.4.5 Door Hold Open Devices (building equipped with such devices):

- a) Test all door hold open devices for proper operation.

6.4.6 Alarm System Checks:




- a) Verify receipt of fire signal to central station monitoring facility.
- b) Building Interfaces: HVAC shutdown, elevator recall, smoke evac, fire partition, door locks, etc.
- c) All strobes, horns and bells should operate properly, and be free from any visible tampering.
- d) Visually check batteries for leakage or damage and load test.
- e) Disconnect battery for supervision signal
- f) Open dedicated electrical breaker for supervision signal.



RFP Number: B0001855

Ablah Library	3 rd Shift -- Due in October	\$1,556.00
AEGD Dentistry	3 rd Shift -- Due in October	\$661.00
Ahlberg Hall	3 rd Shift -- Due in October	\$1,345.00
Aviation Testing Lab	3 rd Shift -- Due in October	\$431.00
Beggs Hall	3 rd Shift -- Due in October	\$818.00
Brennan 1	3 rd Shift -- Due in October	\$729.00
Brennan 2	3 rd Shift -- Due in October	\$891.00
Brennan 3	3 rd Shift -- Due in October	\$848.00
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Devlin Hall	3 rd Shift -- Due in October	\$435.00
Duerksen Fine Arts Center	3 rd Shift -- Due in October	\$1,141.00
Eck Stadium	3 rd Shift -- Due in October	\$466.00
Elliot Hall	3 rd Shift -- Due in October	\$652.00
Engineering Building	3 rd Shift -- Due in October	\$472.00
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Garvey International	3 rd Shift -- Due in October	\$340.00
Geology Building	3 rd Shift -- Due in October	\$771.00
Grace Wilke Hall	3 rd Shift -- Due in October	\$793.00
Henrion Hall	3 rd Shift -- Due in October	\$340.00
Heskett Center	3 rd Shift -- Due in October	\$1,144.00
Hubbard Hall	3 rd Shift -- Due in October	\$1,223.00
Human Resources	3 rd Shift -- Due in October	\$516.00
Jabara Hall	3 rd Shift -- Due in October	\$1,110.00
Jardine Hall	3 rd Shift -- Due in October	\$895.00
Koch Arena	3 rd Shift -- Due in October	\$2,419.00
Lindquist Hall	3 rd Shift -- Due in October	\$805.00
Marcus Welcome Center	3 rd Shift -- Due in October	\$823.00



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McKinley Hall	3 rd Shift -- Due in October	\$2,089.00
McKnight Art Center	1 st Shift -- Due in October	\$967.00
Media Resource	3 rd Shift -- Due in October	\$620.00
Metro Complex	3 rd Shift -- Due in October	\$1,079.00
Morrison Hall	3 rd Shift -- Due in October	\$509.00
Neff Hall	3 rd Shift -- Due in October	\$652.00
NIRDT	3 rd Shift -- Due in October	\$655.00
NIAR	3 rd Shift -- Due in October	\$879.00
NIAR ATLAS	3 rd Shift -- Due in October	\$384.00
NIAR Crash Lab	3 rd Shift -- Due in October	\$338.00
Parking Garage 1	3 rd Shift -- Due in October	\$246.00
Physical Plant	3 rd Shift -- Due in October	\$259.00
Student Athlete Center	3 rd Shift -- Due in October	\$425.00
Wallace Hall	3 rd Shift -- Due in October	\$883.00
Weidemann Hall	3 rd Shift -- Due in October	\$457.00
West Campus	3 rd Shift -- Due in October	\$312.00
Wilner Auditorium	3 rd Shift -- Due in October	\$493.00
Woodman Alumni Center	3 rd Shift -- Due in October	\$1,352.00
Woolsey Hall	3 rd Shift -- Due in October	\$1,990.00

Total: \$39,902.00



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RFP Number: B0001855

Shocker Hall	1 st Shift -- Due in December	\$5,300.00
The Flats	1 st Shift -- Due in December	\$2,667.00
The Suites	1 st Shift -- Due in December	\$1,850.00

Total: \$9,817.00



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NICET CERTIFIED TECHNICIANS

Chris Brown – Level IV Fire Protection Engineering Technology
Jared Brown – Level IV Fire Protection Engineering Technology
Zach Brown – Level II Fire Protection Engineering Technology
Josh Poffinbarger – Level II Fire Protection Engineering Technology
Mark Simmons – Level II Fire Protection Engineering Technology
Dakota Hammond – Level I Fire Alarm Systems
Alan Bermudez-Balderas - Level I Inspection and Testing
Braden Corby – Level I Inspection and Testing
Josiah Washington – Level II Fire Alarm Systems
Tim Hobson - Level I Inspection and Testing
Freddy Lutz - Level I Inspection and Testing

Chris Brown – Employed since 2014
Jared Brown – Employed since 2014
Zach Brown – Employed since 2014
Josh Poffinbarger – Employed since 2015
Mark Simmons – Employed since 2017
Dakota Hammond – Employed since 2020
Alan Bermudez-Balderas - Employed since 2019
Braden Corby – Employed since 2021
Josiah Washington - Employed since 2016
Tim Hobson - Employed since 2022
Freddy Lutz - Employed since 2022

Company Name: **Pinnacle Fire & Automation**

Attachment A
Building Price List and Cost Sheet

Date of Completion: _____

BUILDING	PANEL	MODEL	NAC	MODEL	PSD	PULL	HEAT	DUCT	REMOTE TEST	BEAM DETECTOR	NOTIFICATION DEVICES	REMOTE ANNUN.	WATER FLOW	TAMPER	DOOR HOLDER	DIGITAL AMPLIFIER	OTHER DEVICES	KITCHEN HOOD	BUILDING PRICE
ABLAH LIBRARY	NOTIFIER	NFS2-3030	5		40	19	7	32	32	23	328	1	1		24				\$1,556.00
ADVANCED ED	SIMPLEX	4010	2	4009	63	9	9	5	4		74	1	1	2					\$861.00
GENERAL DENTISTRY	NOTIFIER	NFS2-640	4	HPFF8	126	29		27	27		198	1	1	2	24				\$1,345.00
AHLBERG HALL	SIMPLEX	4010			7	9	1	6			23	1	1	2					\$431.00
LAB	SIMPLEX	4010			25	21	3	1	22	22	109	1	1	2					\$818.00
BEGGS HALL	SIMPLEX	4005	1	4009	33	9	8				22	1			4				\$729.00
BRENNAN 1	SIMPLEX	4005			49	8	8				49								\$891.00
BRENNAN 2	SIMPLEX	4005			46	9	4				51								\$848.00
BRENNAN 3	SIMPLEX	4007ES			19	12	2	7	7		26								\$445.00
DEVELOPMENT	NOTIFIER	AFP200	2	FCPS24	4	13		4	4	4	42	1							\$367.00
CORBIN EDUCATION	NOTIFIER	NFS-320C	1	HPFF8	10	9		6	6		41		1	2	4				\$435.00
DEVLIN	NOTIFIER	NFS-640	3		86	29	7	19	19		284		1	2	8				\$1,141.00
ARTS CENTER	SIMPLEX	4004(2)			5			4	4		1								\$466.00
ECK STADIUM	NOTIFIER	SFP10UD	1		23	11	1	6			23	1	1	2	12				\$652.00
ELLIOTT HALL	SIMPLEX	4005	1	4009	5	10	1	6	6		41								\$472.00
ENGINEERING	SIMPLEX	4007ES	1	4009	20	9		13	13		37	1	1	2	9				\$635.00
FISKE HALL	SIMPLEX	4010			11	7	1	2	2		23		1	2	8				\$340.00
GARVEY CENTER	NOTIFIER	NFS-320	2		68	9		14	14		78	1			4				\$771.00
GEOLOGY BUILDING	SIMPLEX	4010ES	2	4009	18	16	1	24	24		58	1			16				\$793.00
GRACE WILKE HALL	NOTIFIER	NFS-320	1		1	20	3	1			77		1	2					\$340.00
HENRION HALL	SIMPLEX	4100U	1	4100	35	29	2	40	40		141		1	2	16				\$1,144.00
HEKETT CENTER	NOTIFIER	NFS2-640	7		91	31	4	24			328				14				\$1,223.00
HUBBARD HALL	SIMPLEX	4002			8	3		5	5		9				2				\$516.00
HUMAN RESOURCES	NOTIFIER	NFS-640	5	HPFF8	138	27		10			208		1		112				\$1,110.00
JABARA HALL	NOTIFIER	NFS2-3030	8		62	12	8	17	17		205				2				\$885.00
JARDINE HALL	NOTIFIER	NFS-320	7		33	35	6	74			218	1	7	10	8				\$2,044.00
JOHN BARDO CENTER	SIMPLEX	4100U	3	4009	143	17	7	70	70	6	172	2	2	4	4				\$2,419.00
KOCH ARENA																			

Company Name: _____

**Attachment A
Building Price List and Cost Sheet**

Date of Completion: _____




BUILDING	PANEL	MODEL	NAC	MODEL	PSD	PULL	HEAT	DUCT	REMOTE TEST	BEAM DETECTOR	NOTIFICATION DEVICES	REMOTE ANNUN.	WATER FLOW	TAMPER	DOOR HOLDER	DIGITAL AMPLIFIER	OTHER DEVICES	KITCHEN HOOD	BUILDING PRICE
LINDQUIST HALL	NOTIFIER	NFS-320			21	20		23	14		122	1			5				\$805.00
CENTER	NOTIFIER				17	12		26	26		19	1	3	5	11				\$823.00
MCKINLEY HALL	NOTIFIER		3		221	20		52			280	1	1	2	12	4			\$2,089.00
MCKNIGHT/ULRICH	NOTIFIER		5		51	20	1	23		8	117	2			2				\$967.00
MEDIA RESOURCES	SIMPLEX	4100ES			34	8		14	14		52	1			7				\$620.00
METRO COMPLEX	FIRELITE	MS9200UD	1		52	25		14	14		66		2	2	17				\$1,079.00
MORRISON HALL	SIMPLEX	4010	1	4009	48	11	6	3	3		42								\$509.00
NEFF HALL	GRINNELL	FIREQUEST 300	2		7	6		13	12		58				1				\$652.00
NIAR	NOTIFIER	NFS-320	1		21	23		26		1	40	1	2	2	7				\$679.00
NIAR ATLAS	NOTIFIER	NFS-320					15	4			7		1	1					\$384.00
NIAR AVET (AKA Crash Dynamics)	NOTIFIER	NFS-320			3	1		3			36	1	2	1	2				\$338.00
NIRDT	NOTIFIER	NFS2-640	1		1	8		15	15		77		2	9					\$655.00
PARKING GARAGE	NOTIFIER	NFW-50			3	1	4												\$259.00
PHYSICAL PLANT	FIRELITE	411 UDAC				1					1		1						\$212.00
POWER PLANT	NOTIFIER	SFP400B				4					4								\$198.00
SAC	NOTIFIER	NFS-320C	1		6	9	2	3			66	1	2	5					\$425.00
WALLACE HALL	SIMPLEX	4010	3	4009	63	17		5	5		77	1	1						\$983.00
WEIDEMANN HALL	NOTIFIER	NFS-320			11	5		4	4	2	21	1							\$467.00
WEST CAMPUS	FIRELITE	MSS024UD	1		7	4		2			29								\$312.00
CONNECT	SIMPLEX																		
AUDITORIUM	NOTIFIER	NFS-320	2		28	28		2			64	1	1	2	3				\$483.00
WOODMAN ALUMNI	SIMPLEX	4010	1		41	8	1	9	9		60	1	1		44				\$1,352.00
WOOLSEY HALL	NOTIFIER	NFS2-3030	8	HPFF8	22	3		65	65	1	252	1	5	16	9	8N			\$1,980.00
Under Contract Separate Billing to Housing																			
SHOCKER HALL	NOTIFIER	NFS2-3030	11		1182	67	15	16			1173	5	20	38	77			6	\$5,300.00
THE FLATS	NOTIFIER	NFS2-3030	5		567	38	7				668		10	10				54	\$2,687.00
THE SUITES	NOTIFIER	NFS2-3030	6		434	14	2				452	1	4	12	8			13	\$1,850.00



RFP Number: B0001855

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