REQUEST FOR PROPOSAL (RFP)

RFP Number: B0001401
Date: May 01, 2014
Closing Date: Thursday, May 15, 2014 @ 2:00 PM
Procurement Officer: Mindy Dixon
Telephone: 316-677-1400
E-Mail Address: Purchasing@watc.edu

Item: Janitorial Services for NCAT Campus, Southside location and Grove location

Agency: Wichita Area Technical College
Location(s): 4004 N Webb Road
Wichita, KS 67226

Period of Contract: 3 years with option for 1 to 2 year renewal

Guarantee: No Monetary Guarantee Required

Scope: This Contract shall cover the procurement of Janitorial Service for the NCAT Campus, Southside location and Grove location during the contract period referenced above.

READ THIS REQUEST CAREFULLY

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

RFB Number B0001401 was recently posted to the WATC Internet website. The document can be downloaded by going to the following website: www.watc.edu/purchasing

It shall be the bidder’s responsibility to monitor this website on a regular basis for any changes/addenda.
SIGNATURE SHEET

Item: Janitorial Services for NCAT Campus (Group 1), Southside location (Group 2) and Grove location (Group 3)

Wichita are Technical College

Closing Date: Thursday, May 15, 2014 @ 2:00 PM

We submit a proposal to furnish requirements during the contract period in accordance with the specifications and Schedule of Supplies. I hereby certify that I (we) do not have 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.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1( X ) #2( ___ ) #3( ___ )

Legal Name of Person, Firm or Corporation

Toll Free Telephone __________________ Local __________________ Fax __________________

E-Mail __________________

Mailing Address __________________

City & State __________________ Zip Code __________________

FEIN Number __________________

Signature __________________ Date __________________

Typed Name of Signature __________________ Title __________________

If awarded a contract and purchase orders are to be directed to an address other than above, indicate mailing address and telephone number below.

Address __________________

City & State __________________ Zip Code __________________

Toll Free Telephone __________________ Local __________________ Fax __________________

E-Mail __________________
SECTION I
CONDITIONS TO BIDDING

1.1. Proposal Reference Number: The above-number, B0001401 has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the Purchasing Coordinator only.

Mindy Dixon
Telephone: 316-677-1400
E-mail Address: mdixon@watc.edu
Wichita Area Technical College
Office of Purchasing
4004 N Webb Road Building 100
Wichita, KS 67226

No communication is to be had with any other WATC employee regarding this Request except with designated participants in attendance ONLY DURING:

Pre-proposal Conference
Negotiations
Contract Signing
as otherwise specified in this Request.

Violations of this provision by vendor or WATC personnel may result in the rejection of the proposal.

1.2. Negotiated Procurement: This is a negotiated procurement. Final evaluation and award is made by the Procurement Negotiation Committee (PNC) or their designees, which consists of the following:

Mindy Dixon, Office of Purchasing
End Users

1.3. Appearance Before Committee: Any, all or no vendors may be required to appear before the PNC to explain the vendor's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award to the low bidder without conducting negotiations. The PNC reserves the right to request information from vendors as needed. If information is requested, the PNC is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a best and final offer to the PNC. Prior to a specified cut-off time for best and final offers, vendors may submit revisions to their technical and cost proposals. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the PNC.

1.4. Pre-proposal Conference - A pre-proposal conference/tour will be held starting at 8:00 a.m., on Thursday, April 24, 2014:

- **08:00am to 12pm** Group 1
  - Building: 100, Room G107
  - Wichita Area Technical College
  - 4004 N Webb Road
  - Wichita, KS 67226

- **1pm to 3pm** Group 2
  - Room C101
  - 4501 East 47th Street South, Wichita, Kansas 67210

- **3:30 to 5pm** Group 3
  - Building D Lobby
  - 301 South Grove, Wichita, Kansas 67211
Attendance (is) required at the pre-proposal conference. Due to space limitations, vendors should attend with no more than two representatives. All questions requesting clarification of the Request to be addressed at the pre-proposal conference must be submitted in writing to the Procurement Officer by email prior to the close of business on Wednesday, April 23, 2014. Impromptu questions will be permitted and spontaneous unofficial answers provided, however bidders should clearly understand that the only official answer or position of WATC will be in writing through an addendum issued after the pre-proposal meeting. Additional questions may be submitted by bidder after the pre-proposal conference so long as those questions are submitted no later than Thursday, May 8th, 2014. 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 WATC. Any modification to this Request as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum posted at watc.edu/purchasing. Only written communications are binding.

1.5. Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of WATC and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

1.6. Evaluation of Proposals: Award shall be made in the best interest of WATC as determined by the Procurement Negotiating Committee or their designees. Consideration may focus toward but is not limited to:

1.6.1. cost, Vendors 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;
1.6.2. response format as required by this Request;
1.6.3. adequacy and completeness of proposal;
1.6.4. vendor's understanding of the project;
1.6.5. compliance with the terms and conditions of the Request;
1.6.6. experience in providing like services;
1.6.7. qualified staff;
1.6.8. methodology to accomplish tasks.

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

1.8. Contract: The successful vendor may be required to enter into a written contract with WATC. The vendor agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with WATC and is attached to this Request. If the contractor will not or cannot comply with any of the terms and conditions contained within this Request for Proposal, it will be their responsibility to make specific mention of conflicting terms in their proposal, and otherwise the terms and conditions of this document will prevail.

1.9. Contract Documents: This Request and any amendments and the response and any amendments of the successful vendor shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

1.10. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

1.10.1. Form DA-146a;
1.10.2. written modifications to the executed contract;
1.10.3. written contract signed by the parties;
1.10.4. this Request including any and all addenda; and
1.10.5. contractor’s written proposal submitted in response to this Request as finalized.
1.11. **Contract Formation:** No contract shall be considered to have been entered into by WATC until all statutorily required signatures and certifications have been rendered; and a written contract, if required, has been signed by the successful vendor.

1.12. **Open Records Act (K.S.A. 45-205 et seq.):** All proposals become the property of WATC. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

1.13. **Federal, State and Local Taxes - Governmental Entity:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. **WATC is exempt from state sales or use taxes and federal excise taxes for direct purchases.** These taxes shall not be included in the vendor’s price quotations.

1.14. **Insurance:** WATC shall not be required to purchase any insurance against loss or damage to any personal property nor shall WATC establish a “self-insurance” fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

**SECTION II**

**PROPOSAL INSTRUCTIONS**

2.1. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form if provided herein. Computations and totals shall be indicated where required. The Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals which contain errors.

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 vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of vendor’s capabilities to satisfy the requirements of this Request For Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request For Proposal without additional clarification shall not be considered responsive.

Vendors are instructed to prepare their Proposal following the same sequence as the Request For Proposal.

2.2. **Submission of Proposals:** Vendor’s proposal shall consist of:

Three (3) copies of the Proposal, including literature and other supporting documents;

Vendor’s proposal, sealed securely in an envelope or other container, shall be received promptly at 2:00 p.m., Central Standard or Daylight Savings Time, whichever is in effect, on **Thursday, May 15, 2014** addressed as follows:

Wichita Area Technical College  
Proposal # B0001014, Closing: **Thursday, May 15, 2014 @ 2:00 PM**  
Office of Purchasing  
4004 N Webb Road Building 100  
Wichita, KS 67226

**ALL COPIES OF PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE OR CONTAINER. THE OUTSIDE SHALL BE IDENTIFIED CLEARLY WITH THE REQUEST NUMBER AND CLOSING DATE.**

Faxed or telephoned proposals are not acceptable.
Proposals received prior to the closing date shall be kept secured and sealed until closing. WATC 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 on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

2.3. **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the vendor’s social security number or Federal Employer’s Identification Number.

2.4. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Office of Purchasing in writing.

2.5. **Modification of Proposals:** A vendor may modify a proposal by letter or by email at any time prior to the closing date and time for receipt of proposals.

2.6. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Procurement Officer at the Office of Purchasing prior to the closing date.

2.7. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

Wichita Area Technical College  
Office of Purchasing  
4004 N Webb Road Building 100  
Wichita, KS 67226

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to purchasing@watc.edu to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

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

**SECTION III**  
**GENERAL PROVISIONS**

3.1. **Term of Contract:** The term of this contract is for a ___3___ year(s) period from the date of award by written agreement of the parties, with two (2) optional annual renewals.

3.2. **Termination for Cause:** The Purchasing Coordinator may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

3.2.1. the Contractor fails to make delivery of goods or services as specified in this contract; or

3.2.2. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Purchasing Coordinator shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice, (or such longer period as WATC may authorize in writing) the Coordinator of Purchasing shall issue the Contractor an
order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.3. **Termination for Convenience:** The Purchasing Coordinator may terminate performance of work under this contract in whole or in part whenever, for any reason, the Purchasing Coordinator shall determine that the termination is in the best interest of WATC. In the event that the Purchasing Coordinator elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.4. **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 addressed as follows:

Wichita Area Technical College  
Office of Purchasing  
4004 N Webb Road Building 100  
Wichita, KS 67226

Or to any other persons, or addresses as may be designated by notice from one party to the other.

3.5. **Rights and Remedies:** If this contract is terminated, WATC, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to WATC in the manner and to the extent directed, any completed materials. WATC shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted WATC subject to any offset by WATC for actual damages including loss of federal matching funds.

The rights and remedies of WATC provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.6. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

3.7. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by WATC.

3.8. **Ownership:** The Contractor may not release any materials without the written approval from WATC.

3.9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified / trained to
perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified / trained staffing at the level required by the proposal specifications may result in termination of this contract and/or damages.

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

3.12. **Confidentiality:** The Contractor may have access to private or confidential data maintained by WATC to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by WATC promptly at the request of WATC in whatever form it is maintained by contractor. On the termination of expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by WATC, will destroy or render it unreadable.

3.13. **Reviews and Hearings:** The Contractor agrees to advise the Director of Purchasing of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Purchasing. WATC has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

3.14. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

3.15. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

3.16. **Hold Harmless:** The Contractor shall indemnify WATC against any and all loss or damage to the extent arising out of the Contractor’s negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

WATC shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to WATC property. The Contractor shall do nothing to prejudice WATC's right to recover against third parties for any loss, destruction or damage to WATC property.

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

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

3.19. **Retention of Records:** Unless WATC specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving
transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, WATC personnel; independent auditors acting on behalf of WATC and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to WATC.

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

3.21. Antitrust: If the Contractor elects not to proceed, the Contractor assigns to WATC 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 WATC pursuant to this contract.

3.22. Modification: This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.23. Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of WATC.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of WATC.

3.24. Third Party Beneficiaries: This contract shall not be construed as providing an enforceable right to any third party.

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

3.26. Severability: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

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

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

3.29. Mandatory Provisions: The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.

3.30. Integration: This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

3.31. Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract, or 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 company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.32. **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Office of Purchasing if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Office of Purchasing no later than five (5) business days prior to the bid closing date. The Purchasing Coordinator reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

3.33. **Injunctions:** Should WATC 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 WATC, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

3.34. **Acceptance:** No contract provision or use of items by WATC shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

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

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application to this end the contract terms and conditions are severable.

3.36. **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.

3.37. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: “Exceptions”.

**SECTION IV**

**SPECIAL PROVISIONS**

4.1. **Proposal Format:** The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

Transmittal letter which includes the following statements:

4.1.1. that the vendor is the prime contractor and identifying all subcontractors;
4.1.2. that the vendor is a corporation or other legal entity;
4.1.3. that no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
4.1.4. that the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
4.1.5. that no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
4.1.6. that the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
4.1.7. that the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

4.1.8. Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting WATC and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of WATC;

4.1.9. That the vendor has not been retained, nor has it retained a person to solicit or secure a WATC contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

4.2. Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

4.2.1. date established;
4.2.2. ownership (public, partnership, subsidiary, etc.);
4.2.3. number of personnel, full and part-time, assigned to this project by function and job title;
4.2.4. location of the project within the vendor's organization;
4.2.5. relationship of the project and other lines of business; and
4.2.6. organizational chart
4.2.7. list of equipment owned by contractor to be used for janitorial services

4.3. Subcontractors: The contractor shall be the sole source of contact for the contract. WATC will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

4.4. Qualifications: A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

4.5. Timeline and Methodology: A timeline for implementing services.

4.6. Payment Terms: Unless specified otherwise, Payment Terms are Net 30 days.

4.7. Vendor Contracts: Include a copy of any contracts proposed.

4.8. Contract Price: Local WATC contracts are awarded by the Office of Purchasing to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Office of Purchasing.

4.9. On-Site Inspection: Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to WATC 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.
4.10. **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the vendor 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. 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 WATC.

4.11. **Insurance:** The Successful Vendor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Office of Purchasing.

4.12. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

   See Specifications: To be distributed at the Pre-proposal Conference

   Any correspondence by potential bidders, with the using agency, must be documented in writing and submitted to the Office of Purchasing, to be considered for any possible addenda, and/or in the evaluation of the bid. Any change in specification shall be authorized only by the Office of Purchasing and will be issued by written addendum.

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

4.14. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

4.15. **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.

4.16. **Indefinite Quantity Contract:** This Request is for an open-ended contract between a vendor and WATC 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 the WATC. 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, 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%). If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

4.19. **Payments:** Payments shall not be made for costs or items not listed in the vendor's response.

4.20. **Warranty:** The contractor shall be responsible for all work put in under these specifications. The contractor shall make good, at the contractor's own expense, as may be necessary, any defective work.

4.21. **References:** Provide Three (3) references. References shall have purchased similar items from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employees and the buying agency shall not be shown as references.

4.22. **Certification of Specifications Compliance:** By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request.

4.23. **Certification of Materials Submitted:** The response to this request, together with the specifications set forth herein and all data submitted by the vendor to support the response including brochures, manuals, and
descriptions covering the services of the item(s) proposed, shall become a part of any contract between the successful vendor and WATC. 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.

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

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract.

Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

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

SECTION V

STATEMENT OF WORK

1. Scope and Term: This proposal is intended to provide for the establishment of a contract to furnish janitorial services for the WATC for Group 1 – Jabara Facility located at 4004 N Webb Road, Wichita, Kansas, Group 2 – Southside Facility, 4501 East 47th Street South Wichita, Kansas 67210 Group 3 - Grove Facility located at 301 South Grove Wichita, Kansas 67211

The term of this contract is from the date of award through June 30, 2017.

2. Time of Service with Locking outside Doors: All services shall be performed for all Groups between the hours of 6:00 pm and 2:00 am, Monday through Friday. With one full-time day porter at Group 1 and 2, and one part-time day porter at Group 3. Startup times for cleaning could change with the scheduling of WATC classes and Contractor would be required to be flexible.

Cleaning is not required on official holidays if cleaned after last occupancy prior to the holiday.

The official WATC Holidays include:
- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day and day after
- Christmas Day

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

All doors are to remain locked during the time the contractor is performing the janitorial services in the building. When trash is taken out to the dumpster, the front doors are to be closed and locked. The contractor is to turn off all lights, except those which he is instructed to leave on, close all windows and check that all exterior doors are locked before leaving the building each night. No exceptions.

3. Employees: All persons employed to perform these services shall be employees of the contractor / subcontractor, well-trained and at least 18 years of age. The contractor shall pay all salaries and expenses of, and all federal, social security taxes, federal and state unemployment taxes, and any similar payroll taxes relating to such employees.
4. **Insurance**: The successful CONTRACTOR will be required to procure and maintain at CONTRACTOR’S expense, during the period of agreement, the insurance described in the following subparagraphs. Insurance must be with a company or companies qualified to do business in Kansas, acceptable to WATC and written on the standard approved comprehensive General Liability Policy form. The CONTRACTOR must furnish a certificate showing that such insurance is in effect prior to the signing of contract award.

- All liability insurance policies will name WATC 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 the CONTRACTOR, its agent, representatives, and employees. The CONTRACTOR must furnish certificates of insurance to WATC in the following minimum limits prior to execution of an agreement:
  - Comprehensive General Liability Insurance: With limits not less than $500,000 for each occurrence involving bodily injury and property damage, a general aggregate of $1 million and products-completed operation aggregate of $1 million. Commercial General Liability will include the following coverage: premises operations broad form property damage, completed operations, independent contractors, and contractual and products liability.
  - Comprehensive Automobile Liability Insurance. This insurance, in an amount not less than $500,000 for bodily injury and property damage combined will cover all owned, non-owned or hired vehicles of the contractor.
  - Worker’s Compensation Insurance as required by Kansas statute
  - Employer’s Liability Insurance in not less than $100,000 bodily injury by accident, each accident; $500,000 bodily injury by disease, policy limit; $100,000 bodily injury by disease, each employee
  - Property Damage in an amount of but not less than $5,000,000 to cover all sums, which the Contractor will legally be liable to pay be reason of liability for damages to or destruction of the WATC’s property, including the loss of use thereof
  - Employees Dishonesty Bond to be blanket bond with minimum limits of $40,000 per loss

The CONTRACTOR shall indemnify WATC against any and all claims for injury to or death of any person; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

WATC shall not be precluded from receiving the benefits of any insurance the CONTRACTOR may carry which provides for indemnification for any loss or damage to property in the CONTRACTOR’S custody and control, where such loss or destruction is to WATC property. The CONTRACTOR shall do nothing to prejudice the WATC’s right to recover against third parties for any loss, destruction or damage to WATC property.

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

Further, the WATC reserves the right to approve/disapprove all employees of the Contractor, as well as the ability to request that any employee be replaced at any time, with or without cause, in the best interest of WATC. Failure of the Contractor to comply shall constitute a contract violation.

4 **Staffing and Methodology**: Bidders shall describe their staffing plan, to include the number of personnel anticipated to be assigned to this job, as well as the number of man-hours anticipated, and the methodology that will be utilized to accomplish required tasks within this RFP.

5. **Security**: The contractor must obtain written permission from the WATC purchasing office before employing a subcontractor to assist the contractor in performing the required janitorial services.

All employees may be required to sign in and out on a log provided by the WATC Facilities office.
The contractor shall, at his/her expense, request and obtain a criminal history background check for each employee to perform this contract. The written results of this check must be provided to the Director of Facilities before the employee starts to work, unless otherwise agreed to by the Director of Facilities in writing. Any prospective employee convicted of a felony or any type of misdemeanor involving money, fraud, deceit or untruthfulness within 10 years prior to their proposed start date will not be allowed to perform services at the WATC office.

Furthermore, the WATC office, at its option, may verbally direct the immediate removal of the contractor or any employees from the subject office space, if deemed to be in the best interest of the WATC. Any resumption of the contractor’s duties will be effected by written communication.

6. **Availability:** Upon request, the contractor must provide WATC a list of contractor’s regular established office hours and telephone numbers. Furthermore, contractor must provide a listing of emergency phone numbers so that a representative of their firm can be available twenty-four (24) hours per day as needed to handle emergencies and/or to receive messages for WATC needs.

Further, WATC requires a full list of employees under employment and working at the location with a continual listing as employee turnover and rehiring occurs. This list is required for internal security access.

7. **Contract Contacts:** The WATC and Contractor shall, upon award, provide contact names and information to enable efficient communication between both parties.

8. **Materials:** All supplies for cleaning, detergents, waxes, carpet cleaning supplies, dust cloths, and sanitary napkins, toilet tissue, paper towels, trash bags, waste receptacle liners, and hand soap are to be provided by the Contractor. All equipment including vacuum sweepers, carpet cleaners, polishers, buffers, brooms, mops, etc. are to be furnished by the contractor. All equipment must be capable of providing high quality, commercial grade janitorial service. Equipment designed for only light type, residential duty will not be permitted. WATC reserves the right to periodically, at random, inspect equipment and further to require replacement if not adequate in WATC’s evaluation.

9. **Notification:** Contractor shall notify the office or assigned individual of any irregularities noticed while performing services, such as:

   a. When noticed, any irregularities such as defective plumbing, electrical switch or plug, leaks, etc.

10. **Scheduling of Work:** In addition to the services scheduled for daily, weekly or monthly frequency, all of the services scheduled for quarterly, semi-annually or annually shall be performed initially within thirty (30) days of the beginning of the contract period and thereafter in accordance with the frequency schedule or as coordinated with WATC.

Bidders shall include within their methodology description a work plan which indicates daily routine as well as periodic tasks and how they will be scheduled, accomplished and completion verified.

11. **Overall Expectations:** It is further specified that the purpose of this agreement is to complete janitorial service resulting in a neat, clean, attractive installation. The contractor shall impress upon employees the idea that the specifications are a guide only. If extra effort is required in any area at any time, it is expected without argument or extra charge.

12. **Contractor Probationary Period:** The first six (6) months of the contract will be considered to be a probationary period for the contractor. This period will be used by WATC to determine that the contractor intends to completely fulfill the obligations of this contract. Follow up meeting will be held at this time.
13. **Quality Control:** Quality control of janitorial services will be accomplished by regular monthly inspections as well as potential random inspections at the request of the Director of Facilities or designee. The inspections will take place during regular working hours. The Contractor or supervisory level representative shall meet with the 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 will be documented and become part of the contract file. Failure to correct unsatisfactory performance will be just cause for termination.

Bidders shall indicate **WHO** will initiate the routine monthly inspections, call WATC to schedule and do the walk-throughs. Quality control inspections are to be proactive on the part of the Contractor; WATC shall not have the responsibility of scheduling these inspections or contacting the Contractor to remind of this requirement.

14. **Duplicate Keys:** Contractor **will not** make duplicate keys unless the Director of Facilities gives prior written approval. If this policy is not adhered to, the contractor will be liable for any costs required in lock change and/or re-keying for WATC security purposes.

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

16. **Drugs:** The illegal use, possession, dispensation, distribution, manufacture or sale of a controlled substance or illegal drug by an employee of the contractor or approved subcontractor at the WATC is prohibited, as is the use or possession of alcohol. Any violation of this prohibition provides sufficient cause for termination of the contract. **No smoking** is allowed in the facility. Any smoking must take place outside the building in designated smoking areas.

17. **Material Safety Data Sheets (MSDS):** It is the contractor's responsibility to comply with all State and Federal Safety regulations. Material Safety Data Sheets (MSDS) will be furnished to WATC upon request for any chemicals used, and any such chemicals are to be stored in the proper manner as required by law.
## TASK SCHEDULE FOR GROUP 1, 2 and 3

**TASK SCHEDULE FOR:**
1. Janitorial Services for NCAT Campus (group 1)
2. Southside location (group 2)
3. Grove location (group 3)

<table>
<thead>
<tr>
<th>I.</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Semi-Annually</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Offices, Conference &amp; Break Rooms and Hallways</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fulltime daily cleaning staff 8am to 5pm</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Empty Wastebaskets/Insert Liners</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean &amp; sanitize drinking fountains</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spot clean reception lobby glass including front doors. Sanitize handles.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td>As needed</td>
<td></td>
</tr>
<tr>
<td>Remove fingerprints from front doors, frames, light switches, kick &amp; push plates, handles, railings, etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As needed</td>
<td></td>
</tr>
<tr>
<td>Spot clean desks &amp; table tops (if cleared)</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean desks &amp; tables, if cleared (All papers, forms, documents on desks, drafting tables, filing cabinets, etc are not to be disturbed) <strong>MUST BE FREE FROM MATERIALS</strong></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean exterior windows, inside and outside.</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dust all other horizontal surfaces to 70” height including sills, ledges, molding, shelves, picture frames, ducts, radiators, etc</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Remove spots, stains &amp; marks to a height of 70” on walls</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dust window blinds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As needed</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>II.</th>
<th>Daily</th>
<th>Weekly</th>
<th>Monthly</th>
<th>Quarterly</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bathrooms</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task</td>
<td>Frequency</td>
<td>Semi-Annually</td>
<td>Annually</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-----------</td>
<td>---------------</td>
<td>----------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Clean, polish &amp; sanitize all fixtures including toilet bowls,</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>urinals, hand basins, etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Clean &amp; sanitize all flush rings, drain &amp; overflow outlets</strong></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Flush toilet bowls &amp; urinals with Bowlclene or similar product</strong></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Clean &amp; polish all chrome fittings</strong></td>
<td>1X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Clean &amp; sanitize toilet seats</strong></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Empty all containers &amp; disposals; insert liners as needed</strong></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Remove spots, stains &amp; marks to a height of 70&quot; on walls</strong></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Dust all horizontal surfaces: sills, ducts, heating outlets</strong></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Remove spots, stains &amp; splashes from doors, frames, light</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>switches, kick &amp; push plates, handles, railings, etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Refill dispensers to normal limits: paper towel, soap, toilet</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>tissue, etc</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Clean mirrors</strong></td>
<td>X</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**III. Floors**

<table>
<thead>
<tr>
<th>Task</th>
<th>Frequency</th>
<th>Semi-Annually</th>
<th>Annually</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dust mop, sweep &amp; sanitize bathroom</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Damp mop</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Scrub to remove scuff &amp; heel marks</strong></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Spray buff</strong></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Strip, clean, refinish &amp; machine polish</strong></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Vacuum carpet</strong></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Clean &amp; dust baseboards</strong></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>**Spot clean carpet where required, vacuum &amp; use chemical cleaner</td>
<td></td>
<td></td>
<td>As needed</td>
</tr>
<tr>
<td>when required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Area steam clean where required to remove soil, grease &amp; stains</strong></td>
<td></td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Outside: Included</td>
<td>(Area Included)</td>
<td>Sidewalk and Approach</td>
<td>Parking Area</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------</td>
<td>----------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Clean front doors</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sweep sidewalk</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pick up trash</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I. GENERAL

A. Contractor shall furnish all required cleaning materials, equipment, and labor as required to provide a suitable clean environment for all sites.

B. All interior doors will be returned to original locked or unlocked position when custodian work is finished. All exterior doors will be locked when custodian work is finished.

C. The total area to be cleaned within all groups is approximately 425,000 square feet including hallways and corridors.

D. WATC personnel shall inspect the facility on a weekly basis to insure compliance of specifications. Any or all inconsistencies will be forwarded to the appropriate WATC Personnel who will address these concerns for rectification.

NOTES:

1. All paper towel and toilet paper products will be Tork Brand - White in color.
2. NCAT Location has two walk behind scrubbers and 1 Rider available for use. Vendor will supply consumables WATC will provide maintenance to equipment.
3. Day Porter at NCAT and Southside will be 8 hours per day. Grove will be 4 hours per day.
4. Kitchen at NCAT will only need trash to be taken. The Kitchen operators are responsible for all other cleaning in the Kitchen.
5. We have no floor requirement in the Hanger at NCAT.
6. NCAT is 213K square foot in buildings 200 & 300 together, building 100 is 30K Square foot.
7. Southside is 100K square foot. That’s 50K upstairs and 50K downstairs.
8. Grove is 35K square foot in Building C and 47K square foot in building D.
9. We currently have no antistatic flooring requirements.
10. Grove flooring updates – All classrooms and common area floor requirements will stay the same. All labs that are in active status will be scrubbed quarterly. (Not scrubbed and sealed)

CHEMICAL DISPENSER: WATC requires a chemical dispenser for all the cleaning and disinfecting chemicals to be used in this building. All chemicals shall be provided by the Contractor and approved by WATC Director of Facilities, services to be used in this dispensing system.

Approved Floor Drain Maintainer shall be used monthly for all Floor drains and provided by the contractor. These will be a non-acidic green friendly.
Below are the estimated quantities of materials used on a monthly basis. This is only an estimated amount (this should assist the vendors in determining the quantities needed for all groups listed).

Use the estimated quantities below to determine pricing for Base Bids.

### NCAT Usage

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>CASEA</th>
<th>Apr-13</th>
<th>May-13</th>
<th>Jun-13</th>
<th>Jul-13</th>
<th>Aug-13</th>
<th>Sep-13</th>
<th>Oct-13</th>
<th>Nov-13</th>
<th>Dec-13</th>
<th>Jan-14</th>
<th>Feb-14</th>
<th>Mar-14</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFSHS342300-5PRN</td>
<td>LNPS HD 24X23 10GL REGULAR</td>
<td>case</td>
<td>4</td>
<td>3</td>
<td>1</td>
<td>-</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>5</td>
<td>1</td>
<td>2</td>
<td>21</td>
</tr>
<tr>
<td>AFSHS333901-1PN</td>
<td>LNPS HD 32X39 33GL HEAVY</td>
<td>case</td>
<td>6</td>
<td>2</td>
<td>3</td>
<td>2</td>
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VENDOR NAME: ________________________________

**COST SHEET FOR GROUP 1 – NCAT**

**BASE PROPOSAL:**

Monthly Cleaning  $________________________ (including day porter services)

Estimated Monthly Materials including supplies  $____________________

Hourly Rate  $________________ per man hour

Hourly rate (per man hour) is for tasks requested by WATC and completed by the Contractor over and above those indicated in the RFP. Only tasks that have been requested and pre-approved by WATC shall be paid under this hourly rate.

---

**COST SHEET FOR GROUP 2 – Southside Location**

**BASE PROPOSAL:**

Monthly Cleaning  $________________________ (including day porter services)

Estimated Monthly Materials including supplies  $____________________

Hourly Rate  $________________ per man hour

Hourly rate (per man hour) is for tasks requested by WATC and completed by the Contractor over and above those indicated in the RFP. Only tasks that have been requested and pre-approved by WATC shall be paid under this hourly rate.

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**COST SHEET FOR GROUP 3 – Grove Location**

**BASE PROPOSAL:**

Monthly Cleaning  $________________________ (including day porter services)

Estimated Monthly Materials including supplies  $____________________

Hourly Rate  $________________ per man hour

Hourly rate (per man hour) is for tasks requested by WATC and completed by the Contractor over and above those indicated in the RFP. Only tasks that have been requested and pre-approved by WATC shall be paid under this hourly rate.

I/we agree to furnish all materials and labor necessary to perform the service necessary to clean and maintain the specified WATC locations in accordance with the specifications herein. **Billing will be once a month once janitorial services have been performed.**
VENDOR NAME: __________________________________________________________

***************************************************************************************************************

REFERENCES

1. NAME:  __________________________________________________________
   COMPANY:  _______________________________________________________
   ADDRESS:  _______________________________________________________
   TELEPHONE:  _____________________________________________________
   E-mail:  __________________________________________________________

   Square footage of work completed: ________________________________

   _________________________________________________________________

2. NAME:  __________________________________________________________
   COMPANY:  _______________________________________________________
   ADDRESS:  _______________________________________________________
   TELEPHONE:  _____________________________________________________
   E-mail:  __________________________________________________________

   Square footage of work completed: ________________________________

   _________________________________________________________________

3. NAME:  __________________________________________________________
   COMPANY:  _______________________________________________________
   ADDRESS:  _______________________________________________________
   TELEPHONE:  _____________________________________________________
   E-mail:  __________________________________________________________

   Square footage of work completed: ________________________________

   _________________________________________________________________

VENDOR NAME:  __________________________________________________________
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ______ day of ___________ , 20_____.

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges thereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

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

5. Anti-Discrimination Clause: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

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

6. Acceptance of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, and Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative’s Authority to Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility for Taxes: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.