

EMPORIA STATE UNIVERSITY

CONTRACT

Contract Date: October 1, 2025

Contract Number: E00101

RFP: 001-26

Notices To: General Counsel
Emporia State University
1 Kellogg Circle
Campus Box 4001
Emporia, KS 66801

With CC: To: Purchasing Office
Emporia State University
1 Kellogg Circle
Campus Box 4021
Emporia, KS 66801

Emporia State University Purchasing Office

Telephone: 620-341-5137

E-Mail Address: purchaseorders@emporia.edu

Web Address: <https://www.emporia.edu/about-emporia-state-university/business-office/purchasing/>

Item: **Janitorial Supplies & Consultation Services**

Agency: Emporia State University

Location(s): Emporia, KS 66801

Term of Contract: Contract Award through September 30, 2027.
(with the option to renew for three (3) additional two (2) year periods)

Scope: This Contract is for Janitorial Supplies & Consultation Services, per RFP 001-26.

Contractor(s): Pur-O-Zone, Inc.

Notices to: Mark McFarland

PO Box 727

Lawrence, KS 66044

Phone: (785) 843-0771

Cell: (316) 644-2223

Fax: (785) 843-0798

Email: mmcfarland@purozone.com

Pricing: As set in forth in response to RFP 001-26, received August 18, 2025.

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

This Contract is made and entered into this 1st day of October, 2025, by and between Emporia State University ("ESU"), a public institution of higher education and State of Kansas agency, located in Emporia, Kansas, and Pur-O-Zone, Inc. authorized to do business in Kansas ("Contractor"). The parties agree as follows:

1. Subject to the terms and conditions of this Contract, ESU hereby accepts the offer of Contractor as expressed by Contractor's bid submitted to the ESU Purchasing Office on August 18, 2025, in response to the RFP 001-26.
2. It is understood and agreed by the parties that pursuant to the bid, Contractor agrees to provide the RFP 001-26 **Janitorial Supplies & Consultation Services**, as identified in the RFP, for ESU starting October 1, 2025, through September 30, 2027. ESU agrees to pay upon accepted provision of the item(s) and service(s) the amount(s) billed by Contractor in accordance with the bid as shown on invoice(s) of the Contractor to ESU in conformity with the Kansas Prompt Payment Act. Payment will be made as soon after receipt of the invoice(s) as possible in accordance with state law.
3. Failure of Contractor to furnish the item(s) and service(s) in accordance with the bid specifications incorporated into this contract by reference, or failure of Contractor to deliver the item(s) and service(s) in accordance with any time schedules prescribed in this contract, any documents incorporated by reference into this contract, or revised schedules provided by ESU, shall result in contract breach by Contractor and termination of this contract at the option of ESU. ESU may seek damages for performance insufficiencies or breach of contract. Failure to perform contract may also result in suspension or debarment from future ESU bids and contracts.
4. ESU hereby grants to Contractor the nontransferable and non-exclusive right to use ESU trademarks for the sole purpose of performance of this agreement, for the limited duration of this contract, and for no other purpose now or in the future. Contractor acknowledges that ESU owns the trademarks and all rights therein and that nothing in this contract shall give Contractor any right, title or interest in or to ESU's trademarks other than pursuant to this license, now or in the future. Contractor agrees that it will do nothing inconsistent with ESU's ownership of the marks, Contractor will abide by ESU's Graphic Identity Standards, and Contractor shall not claim adversely to ESU, or assist any third party in attempting to claim adversely to ESU, with regards to such ownership. Without the prior written approval of ESU and its Department of Marketing and Communications, Contractor is not authorized to modify the marks, Contractor agrees to hold ESU harmless and indemnify ESU from any and all causes of action and damages for Contractor's misuse of ESU's marks. ESU may immediately terminate this Contract without further obligation upon breach of these conditions by Contractor. Contractor shall destroy or return all ESU marks upon termination or expiration of this Contract and cease future use of said marks without ESU's express written permission. Without limitation of survival of other clauses in this contract and its incorporated terms, this clause shall survive contract termination or expiration.
5. It is understood and agreed 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. 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.
6. Parties agree to comply with any and all applicable laws in the performance of this Contract.
7. It is understood and agreed that the provisions set out in to the RFP 001-26 are hereby incorporated and made a part of this contract by reference as though fully set forth herein, Contractor agrees and understands that these documents are controlling, including in event of a conflict in terms, over Contractor's bid, invoice, agency order forms or any other documents of the Contractor.
8. In the event of a conflict of terms in terms of language among the documents, the following order of precedence shall govern: 1) Form ESU-146a (Rev. 07-24); 2) mutually agreed and signed written modifications to the

ESU Contract No. E00101

Page 3 of 3

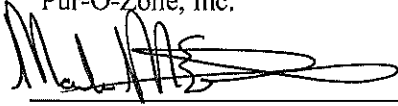
- executed contract; 3) this executed contract; 4) RFP 001-26; 5) any supporting manuals/documents incorporated in the Request and contract; and 6) Contractor's written proposals submitted in response to RFP 001-26.
9. In the event of any disputes regarding the terms and conditions of the Contract or payments alleged to be due and owing, Contractor's sole remedy shall be with ESU.

IN WITNESS WHEREOF, ESU and Pur-O-Zone, Inc. hereby enter into this Contract:

Contractor: Pur-O-Zone, Inc.

Agency: Emporia State University

By:



By:

Signed by:
Peter Hauff

Printed Name:

Mark McFarland

Printed Name:

Peter Hauff

Title:

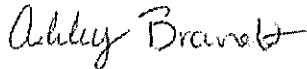
Education Market Director

Title:

Interim Executive Director of
Facilities

The competitive bid/procurement policies applicable to ESU have been followed:

By:



ESU Purchasing

State of Kansas
 Emporia State University
 ESU-146a (Rev. 7-24)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: Paragraphs 1-15 of this form contain statutorily mandated 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 ESU-146a, Rev. 07-24), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that partial or full performance of an agreement with these provisions attached constitutes acceptance of these terms as part of the agreement.

1. **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. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require Emporia State University or any of its affiliates ("University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, or in the judgement of the Chief Financial Officer of the University, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under the contract for which it has not been paid. The University will pay 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 under this provision, title to any such equipment shall revert to contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Termination Due to Financial or Operational Practicality:** The University reserves the right to terminate this Agreement, in whole or in part, at any time if it determines, in its sole discretion, that the continuation of the Agreement is not financially or operationally practical. Such determination may be made for reasons including, but not limited to, budgetary constraints, changes in institutional priorities, or changes in operational requirements.

5. **Kansas Law and Venue:** All matters arising out of or related to this agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this agreement shall reside only in courts located in the State of Kansas.

6. **Required Non-Discrimination Provision:** Contractor agrees to comply with all applicable state and federal anti-discrimination laws. Contractor specifically agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University. The provisions of this paragraph (except the 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 University cumulatively total \$5,000 or less during the fiscal year.

Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance individuals in employment without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

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

9. **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.

10. **Responsibility for Taxes:** The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11. **Insurance:** The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

12. **Information/Confidentiality:** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.). Moreover, 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.

13. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but the University here reiterates that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

15. **Privacy of Student Records:** Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g) and agrees to handle any student education records it receives pursuant to this Agreement in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any disclosure of University's student educational records.

INFORMATION TECHNOLOGY RELATED PROVISIONS

16. **Digital Accessibility Provision:** Emporia State University affords equal opportunity to individuals in its employment, services, programs, and activities in accordance with federal and state laws. This includes effective communication and access to electronic and information communication technology resources for individuals with disabilities. Contractor shall: (1) deliver all applicable services and products in reasonable compliance with applicable university standards (for example, Web Content Accessibility Guidelines 2.X, Level AA or Section 508 Standards for Electronic and Information Technology as applicable); (2) upon request, provide the university with its accessibility testing results and written documentation verifying accessibility; (3) promptly respond to and resolve accessibility complaints; and (4) indemnify and hold the university harmless in the event of claims arising from inaccessibility.

17. **Contractor Certification of Compliance with Federal Prohibition of Certain Equipment, Services, or Systems:** Pursuant to the John S. McCain National Defense Authorization Act of 2019 and the requirements of the Kansas Department of Administration's Office of Procurement and Contracts (Information Circular 24-02), Contractor hereby certifies that it shall not provide or procure to the University any covered telecommunications equipment, either in whole or in part, of any product or during the commission of any service. "Covered telecommunications equipment or services" is hereby defined as:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Covered foreign country" is hereby defined as any of the following: (1) The People's Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism.

Furthermore, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this provision as determined by the University or the State of Kansas, the University may terminate any contract without penalty with Contractor immediately.

18. **Information Security Provision:** Contractor agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act ("FERPA"), Gramm-Leach-Bliley Act ("GLBA") and the Health Insurance Portability and Accountability Act ("HIPAA"), together hereinafter the "Acts", and guarantees that all information covered by the Acts and provided to Contractor by the University ("University Information") will be used only in conjunction with the product or service being provided, that it will not be used for any other purpose, or be released by Contractor or copied in any manner for any other use and will be promptly returned or destroyed upon termination of agreement. Contractor shall use commercially reasonable efforts to notify all of its foreseeable agents, employees, subcontractors and assigns who will come into contact with University Information that they shall comply with, and are subject to the confidentiality requirements set forth in the Acts and shall provide each with a written explanation of the Acts' requirements for confidentiality before they are permitted to access the University Information.

Contractor shall meet NIST SP 800.53 and is expected to meet NIST SP 800.161 as applicable for supply-chain risk management. Contractor shall provide and maintain a secure environment that ensures confidentiality of all University Information, wherever located. No University Information shall be distributed or sold to any third party or used by Contractor or its agents in any way, except as authorized by an Agreement and as approved by the University. Contractor agrees to notify the University, within seventy-two (72) hours, of any security breach that could result in the unauthorized disclosure of University Information. University Information shall not be retained in any files or otherwise by Contractor or its agents, except as set forth in an Agreement and approved by the University. Disclosure of University Information may be cause for legal action against Contractor or its agents. Defense of any such action shall be the sole responsibility of Contractor.

Contractor agrees, upon termination, cancellation, expiration, or other conclusion of this Agreement, within 30 days to return to the Institution or if return is not feasible, destroy and not retain any copies (and furnish the Institution with an appropriate Certificate of Destruction) of any and all Confidential Information that is in its possession.

19. **Ownership of Data:** All data and/or content collected, created, or prepared by the University and provided to Contractor in the performance of its obligations under the Agreement shall be the exclusive property of the University. Contractor shall not use, willingly allow or cause to have such data used for any purpose other than the performance of University's obligations under the Agreement without the prior written consent of the University. This provision shall survive the termination of any agreement.

20. **Data Security and Control:** Contractor attests that it has implemented administrative, physical, and technical safeguards for its data security that at a minimum meet industry best practice. Contractor shall ensure that all such safeguards, including the manner in which data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. Contractor further attests that all University data shall be stored in the United States.

Contractor shall timely notify University of any data breach whether or not it is University data, including a data breach involving any of Contractor third-party service providers that process, store or transmit data.

Contractor will provide assessment, audit, examination, or review of all controls in Contractor's physical and/or technical environment in relation to all data being handled and/or services being provided to University pursuant to this Agreement. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transmits data pursuant to this Agreement.

If at any time, University wants to change or remove data and/or content, University shall notify Contractor. Contractor will use its best efforts to immediately respond to the request and at a minimum change or remove data and/or content.

21. **General Data Privacy Regulation (GDPR):** Emporia State University is subject to the European Union's General Data Privacy Regulation [Regulation (EU) 2016/679] (the "GDPR") when the University is a "controller" or "processor" of "personal data" from an individual "data subject" located in the European Union, as those terms are defined in the GDPR. Contractor acknowledges and agrees that it is acting as a "processor" of "personal data" for the

University under this Agreement and that all applicable requirements of the GDPR are incorporated by reference as material terms of this Agreement. Contractor represents and warrants that (1) it is aware of and understands its compliance obligations as a "processor" under GDPR; (2) it has adopted a GDPR compliance policy/program, a copy of which has been provided to the University; (3) it will process "personal data" only in accordance with the University's instructions; and (4) with regard to its obligations under this Agreement, it shall comply with all applicable requirements of the GDPR to the same extent as required for the University. Additionally, the Contractor shall indemnify and hold the University, its trustees, officers, and employees harmless from and against any claims, demands, suits, damages, penalties, fines, or costs arising from any violation of GDPR by the Contractor.

EMPORIA STATE UNIVERSITY

REQUEST FOR PROPOSAL (RFP)

RFP Number: 001-26

Date Issued: July 22, 2025

Questions Deadline: August 4, 2025 2:00pm (CST)

Closing Date: August 18, 2025 2:00pm (CST)

Procurement Officer: Ashley Brandt

Mailing Address: Emporia State University Purchasing Office
1 Kellogg Circle, Box 4021, Emporia, KS 66801

Telephone: 620-341-5137

E-Mail Address: purchaseorders@emporia.edu

Item: Janitorial Supplies & Consultation Services

Agency: Emporia State University (ESU)

Location(s): Emporia, KS 66801

Period of Contract: Contract effective October 1, 2025, through September 30, 2027
(with the option to renew for three (3) additional two (2) year periods)

Guarantee: Indefinite Quantity Contract: This Request is for an open-ended contract between a Contractor and ESU to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

Scope of Work: ESU is issuing this RFP to obtain competitive responses from suppliers to provide **Janitorial Supplies & Consultation Services** for ESU, per the attached specifications. Any additional specifications and addenda are available online at:
<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>

Questions/Addenda: No-prebid conference is scheduled for this RFP. Questions and requests for clarification of the RFP must be submitted by email to the attention of the ESU Purchasing at purchaseorders@emporia.edu by August 4, 2025, 2:00pm (CST).

Impromptu questions may be permitted, and spontaneous unofficial answers provided. However, bidders should understand that the only official answer or position of Emporia State University will be in writing.

Failure to notify the ESU Purchasing Office of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of ESU. Any modification to this RFP as a result of the pre-proposal conference, as well as written answers to written questions, shall be made in writing by addendum. Only written communications are binding.

Answers to questions will be available in the form of an addendum on the Vendor Registry bidding website: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>. It shall be the responsibility of all participating suppliers to acquire any and all addenda and additional information as it is made available from the website cited above. **Suppliers are required to check the website on a regular basis for any additional information, addenda, or instructions.**

Failure to abide by all of the conditions of this Request for Proposal (RFP) may result in the rejection of a bid. Inquiries about this RFP should indicate the RFP number and be directed to the Emporia State University Purchasing Office.

READ THIS REQUEST CAREFULLY

Failure to abide by **all** of the conditions of this Request may result in the rejection of a bid.

TABLE OF CONTENTS

Signature Sheet Page 4

Tax Clearance Page 5

Certification Regarding Immigration Reform and Control..... Page 6

Certification of Company Not Currently Engaged in the Procurement or Obtainment of Certain
Equipment, Services, or Systems..... Page 7

References..... Page 8

Supplier Response Check – List Page 9

I. Instructions Page 10

II. Proposal Response..... Page 13

III. Terms and Conditions Page 16

IV. Specifications..... Page 25

V. Cost Proposal Page 29

SIGNATURE SHEET

Item: Janitorial Supplies & Consultation Services
Agency: Emporia State University
Closing Date: August 18, 2025, 2:00 p.m. (CST)

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 and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation Pur-O-Zone Inc.

Mailing Address PO Box 727 City & State Lawrence, KS Zip 66044

Phone 785-843-0771 Cell 316-644-2223 Fax 785-843-0798

Tax Number 48-0638493

E-Mail mmcfarland@purozone.com

Signature  Date 8/15/2025

Typed Name Mark McFarland Title Education Market Director

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name Same As Above

Mailing Address _____ City & State _____ Zip _____

Phone _____ Cell _____ Fax _____

E-Mail _____

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

Award Contact Name Same As Above

Mailing Address _____ City & State _____ Zip _____

Phone _____ Cell _____ Fax _____

E-Mail _____

May Emporia State University use the Business Procurement Card for contract purchases? ☐ Yes ☐ No
(Refusal will not be a determining factor in award of this contract.)

Would this contract be available to other political subdivisions of the State of Kansas? ☐ Yes ☐ No
(Award will not be based on accepting or declining.)

TAX CLEARANCE

Emporia State University strongly supports the State of Kansas Tax Clearance Process. Suppliers submitting bids or proposals which exceed \$10,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of supplier's bid or proposal.

A "Tax Clearance" is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

To obtain a Tax Clearance Certificate, you must:

- Go to <http://www.ksrevenue.org/taxclearance.html> to request a Tax Clearance Certificate.
- Return to the website the following working day to see if KDOR will issue the certificate.
- If issued an official certificate, print it, and attach it to your bid response.
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued.

Please Note: Individual and business applications are available. For applications entered prior to 5:00 PM Monday through Friday, results typically will be available the following business day. Tax clearance requests may be denied if the request includes incomplete or incorrect information.

Please Note: You will need to sign back into the KDOR website to view and print the official tax clearance certificate.

Bidders (and their subcontractors) are expected to submit a current Tax Clearance Certificate with every event response.

Failure to provide this information may be cause for rejection of supplier's bid or proposal.

Information about Tax Registration can be found at the following website: <http://www.ksrevenue.org/busregistration.html>.

The ESU Purchasing Office reserves the right to confirm tax status of all potential contractors and subcontractors prior to the release of a purchase order or contract award.

In the event that a current tax certificate is unavailable, the ESU Purchasing Office reserves the right to notify a bidder (one that has submitted a timely event response) that they have to provide a current Tax Clearance Certificate within ten (10) calendar days, or ESU may proceed with an award to the next lowest responsive bidder, whichever is determined by the Purchasing Director to be in the best interest of ESU and the State.

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders, and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.



Education Market Director

8/15/2025

Signature, Title of Contractor

Date

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN THE PROCUREMENT OR
OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

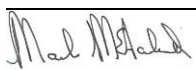
WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR



Education Market Director

Date 8/15/2025

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism>

REFERENCES

Provide four (4) references. References shall have purchased similar items/services from the supplier in the last year. Supplier employees and ESU shall not be shown as references.

1. NAME: **Misty Barnum**_____

COMPANY: **Unified School District #308 - Hutchinson**_____

ADDRESS: **815 West 4th, Hutchinson, KS 67501**_____

TELEPHONE: **620-615-5581**_____

EMAIL: barnum.misty@usd308.com_____

2. NAME: **Chris Meyer**_____

COMPANY: **Unified School District #443 – Dodge City**_____

ADDRESS: **PO Box 460, Dodge City, KS 67801**_____

TELEPHONE: **620-338-5195**_____

EMAIL: meyer.chris@usd443.org_____

3. NAME: **Dave Montgomery**_____

COMPANY: **Unified School District #437 – Auburn-Washburn**_____

ADDRESS: **5928 SW 53rd St. Topeka, KS 66610**_____

TELEPHONE: **785-339-4012**_____

EMAIL: montgste@usd437.net_____

4. NAME: **Jeff Arnhold**_____

COMPANY: **Unified School District #489 - Hays**_____

ADDRESS: **323 West 12th Hays, KS 67601**_____

TELEPHONE: **785-623-2600**_____

EMAIL: jarnhold@usd489.com_____

Duplicate as needed

SUPPLIER RESPONSE CHECK-LIST

The following items are provided to assist bidders in ensuring all requirements are met and all required submissions are included with the bid. Suppliers are instructed to utilize this **list, including Addenda Acknowledgement, and include it with their bid submission**. In order to ensure fair and accurate evaluation, page numbers indicating the location of your response within your bid shall be included, where indicated.

Technical and cost proposals, including other supporting documents:

- ☐ Signature Sheet Page 4
- ☐ Copy of the Tax Clearance Certificate from the Kansas Department of Revenue Page 5
- ☐ Signed Certification regarding Immigration Reform and Control Form Page 6
- ☐ Certification of Company Not Currently Engaged in the Procurement or Obtainment of Certain Equipment, Services, or Systems Page 7
- ☐ References Page 8
- ☐ Price Sheet Page 26
- ☐ W-9 (form can be found at <http://www.irs.gov/>)

Addenda Acknowledgement: Bidder acknowledges receipt of the following addenda:

Addendum No. 1, _____, _____, _____.

 8/15/2025
Signature acknowledging receipt of addenda Date

Questions/Addenda: Questions and requests for clarification of the RFP must be submitted by email to the attention of the ESU Purchasing Office at purchaseorders@emporia.edu by **August 4, 2025, at 2:00 p.m. (CST)**. Each question or clarification should reference the appropriate RFP section.

Supplier’s bid response: must be submitted no later than **2:00 p.m. (CST)**, on or before **August 18, 2025**.

Please submit bid responses by the way of ESU’s Vendor Registry e-Bidding Portal by registering your business then submitting the bid document(s) at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=cc49dc6a-03ac-4446-b53d-24aed14468a5>

Technical assistance will be provided by contacting Vendor Registry at 844-802-9202 or eservice@vendorregistry.com

If complications continue to arise, email or carrier mailed submissions will also be accepted. Please allow ample time for submissions as late proposals are not considered.

SECTION I - INSTRUCTIONS

1. **Proposal Reference Number:** The RFP number, indicated in the header of this document, as well as on the first page of this proposal, has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Emporia State University Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other Emporia State University employee regarding this RFP except with designated Emporia State University participants in attendance **ONLY DURING:**

Negotiations

Contract Signing

as otherwise specified in this RFP.

Violations of this provision by supplier or ESU personnel may result in the rejection of the proposal.

2. **Negotiated Procurement:** This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by The Procurement Negotiation Committee (PNC) composed of individuals from appropriate departments or their designees with the Director of Purchasing as the Chair of the PNC.
3. **Appearance Before Committee:** Any, all or no suppliers may be required to appear before the PNC to explain the supplier's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from suppliers as needed. If information is requested, the PNC is not required to request the information of all suppliers.

Suppliers selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Suppliers are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the supplier's revised offer.

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

4. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the supplier. 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 RFP.
5. **Tax Clearance:** ESU strongly supports the State of Kansas Tax Clearance Process. Suppliers submitting bids or proposals which exceed \$10,000 over the term of the contract shall include a copy of a Tax Clearance Certification Form with their submittal. Failure to provide this information may be cause for rejection of supplier's bid or proposal. Tax Clearances may be obtained at the following website: <http://www.ksrevenue.org/taxclearance.html>. See page 5 for instructions.
6. **Preparation of Proposal:** Prices are to be entered in spaces provided on the pricing sheet provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any price quotes provided by suppliers. The supplier shall be responsible for any mathematical error in price quotes. The PNC 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 supplier, competitor, or public officer/employee.

7. **Signature of Proposals:** Each proposal shall give the complete mailing address of the supplier and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the supplier's tax number.
8. **Acknowledgment of Addenda:** All suppliers shall acknowledge receipt of any addenda to this RFP by filling out and signing the supplier response check-list page, including the Addenda Acknowledgement, and returning it with their bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only the ESU Purchasing Office shall issue changes to this RFP, which will be in writing.
9. **Modification of Proposals:** A supplier may modify a proposal by letter format to purchaseorders@emporia.edu or mail at any time prior to the closing date and time for receipt of proposals.
10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request attachment from the supplier to the ESU Purchasing Office at purchaseorders@emporia.edu (or mail) prior to the closing date.
11. **Competition:** The purpose of this RFP is to seek competition. The supplier shall advise the ESU Purchasing Office 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 ESU Purchasing Office no later than five (5) business days prior to the bid closing date. The ESU Purchasing Office reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
12. **Evaluation of Proposals:** Award shall be made in the best interest of Emporia State University as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - Cost (suppliers 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. ESU reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.)
 - Adequacy and completeness of proposal
 - Supplier's understanding of the project
 - Compliance with the terms and conditions of the RFP
 - Experience in providing like services
 - Qualified staff
 - Methodology to accomplish tasks
 - Response format as required by this RFP
13. **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 RFP; and unless otherwise specified, to accept any item in a proposal.
14. **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.

Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation from the ESU Purchasing Office by sending (do not include with bid):

- A check for \$3.00, payable to Emporia State University
- A self-addressed, stamped envelope
- RFP Number

Send Request for Bid Tabulation to:
Emporia State University Purchasing Office
1 Kellogg Circle, Campus Box 4021
Emporia, KS 66801

Copies of individual proposals may be obtained under the Kansas Open Records Act. ESU's KORA Policy is available at: <http://www.emporia.edu/about/kora.pdf>. Please see below for instructions to request an estimate of the cost to reproduce the documents. Upon receipt of the funds, the documents will be mailed. You may also request to review the proposal file. Please contact the Custodian of Records indicated below to set up an appointment. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

Emporia State University asks that you submit a written request to obtain public records. Please include your name, contact information, and a specific description of the records you are requesting. Make your request as specific as possible to expedite the process.

Mail your request(s) to:
 General Counsel and ESU KORA Custodian of Records
 Office of General Counsel
 1 Kellogg Circle, Box 4001
 Emporia, KS 66801
kora@emporia.edu

15. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Emporia State University. The **Kansas Open Records Act** (K.S.A. 45-205 et. seq.) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. (See: <http://da.ks.gov/purch/KSOpenRecAct.doc> and <http://www.emporia.edu/about/kora.pdf>). No proposals shall be disclosed until after a contract award has been issued. ESU reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be retained unopened in the file and not receive consideration or returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary, and the supplier's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The supplier shall provide detailed written documentation justifying why this material should be considered "Proprietary." The ESU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Emporia State University does not guarantee protection of any information which is not submitted as required.

16. **Exceptions:** By submission of a response, the supplier acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the proposal to be entitled: "Exceptions".
17. **Notice of Award:** An award is made on execution of the written contract by all parties.
18. **News Releases:** Only Emporia State University is authorized to issue news releases relating to this RFP, its evaluation, award and/or performance of the contract.

SECTION II - PROPOSAL RESPONSE**1. Submission of Proposals:** Supplier's proposal shall consist of:

- Technical Proposal
- Cost Proposal (Price Sheet)
- Completion of supplier response check list
- Signature sheet
- Tax Clearance Certificate
- Certification regarding immigration reform & control
- Certification for Company Not Currently Engaged in the Procurement or Obtainment of Certain Equipment, Services, or Systems
- W-9

Supplier's proposal shall be received no later than 2:00 p.m., Central Standard Time, on the closing date indicated on Page 1:

Emporia State University Purchasing Office
purchaseorders@emporia.edu
RFP# 001-26
August 18, 2025

Emporia State University Purchasing Office
1 Kellogg Circle
Campus Box 4021
Emporia, KS 66801

Bid opening will be at: Emporia State University Purchasing Office, 1 Kellogg Circle, Plumb Hall 103M , Emporia, KS 66801 following bid closing.

Faxed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. Emporia State University 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 proposals will be retained unopened in the file and not receive consideration.

It is the supplier's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

2. Proposal Format: Suppliers are encouraged to prepare their Technical Proposal following the same sequence as this RFP.**3. Transmittal Letter:** All bidders shall respond to the following statements:

- The supplier is the prime contractor and identifying all subcontractors?

Pur-O-Zone Inc. shall be the prime contractor with no subcontractors_____

- The supplier is a corporation or other legal entity?

Pur-O-Zone Inc. is a corporation_____

- Has an attempt been made or will be made to induce any other person or firm to submit or not to submit a proposal?

Pur-O-Zone Inc. has made no attempts in this regard_____

- The supplier does **not** discriminate in employment practices (see ESU-146a #5 for the full description).

Pur-O-Zone Inc. does not discriminate _____

- Cost or pricing information has been included in the transmittal letter or the Technical Proposal?

Pricing and Discount schedules have been included as part of the Technical Proposal _____

- The supplier 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?

Pur-O-Zone Inc. has no conflicts nor will it employ any such person _____

- 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?

Mark McFarland is authorized to make pricing decisions and will not participate in any contrary activities.

- Supplier agrees that any lost or reduced state or federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in ESU payments to Contractor?

Pur-O-Zone Inc. Agrees to the above. _____

- The supplier has not been retained, nor has it retained a person to solicit or secure a state 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 supplier 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.

☐

Accept

☐

Reject

- Disclaimer: There is a reasonable probability that the supplier 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 supplier which would relate to the performance of this contract. If the statement is in the affirmative, the supplier is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State 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 supplier will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the ESU.

☐

Accept

☐

Reject

4. **Supplier Information:** The supplier must include a narrative of the supplier's corporation and each subcontractor if any. The narrative shall include the following:
- a. date established;
 - b. ownership (public, partnership, subsidiary, etc.);
 - c. number of personnel, full and part-time, assigned to this project by function and job title;
 - d. resources assigned to this project and the extent they are dedicated to other matters;
 - e. organizational chart;
 - f. financial statement may be required.

This information has been provided as a submittal to this RFP

5. **Qualifications:** A description of the supplier's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The supplier must be an established firm recognized for its capacity to perform. The supplier must have sufficient personnel to meet the deadlines specified in the RFP.

This information has been provided as a submittal to this RFP

6. **Timeline:** A timeline for implementing services must be submitted with the bid.
Awarding Pur-O-Zone this contract would be a continuation of ongoing services from the prior contract.
7. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services. **See #6 above.**
8. **Technical Literature:** All bids shall include specifications and technical literature sufficient to allow Emporia State University to determine that the equipment/services meet(s) all requirements. If a requirement is not addressed in the technical literature, it must be supported by additional documentation and included with the bid. Bid responses without sufficient technical documentation may be rejected.

Web addresses for each manufacturer are listed on the discount schedule included in this RFP.

9. **Procurement Card (P-Card):** Presently, Emporia State University uses a State of Kansas Business Procurement Card (Visa-branded) in lieu of a state warrant to pay for some of its purchases. No additional charges will be allowed for using the card. **Please indicate on the Signature Sheet if you will accept the Business Procurement Card for payment.**

SECTION III - TERMS AND CONDITIONS

1. **Documents:** This RFP, any amendments, the response, and any response amendments of the Contractor, and the ESU-146a (Rev. 07-24) Contractual Provision Attachment shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

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

- a) Form ESU-146a (Rev. 07-24) (attached)
 - b) written modifications to the executed contract
 - c) written contract signed by all parties
 - d) this RFP including any and all addenda
 - e) any supporting manuals/documents that have been incorporated in this Request
 - f) contractor's written proposal submitted in response to this Request as finalized
2. **Contract:** The successful supplier will be required to enter into a written contract with ESU. The supplier agrees to accept the provisions of ESU-146a (Rev. 07-24) Contractual Provision Attachment which is incorporated into all contracts with ESU and is attached to this RFP.
 3. **Contract Formation:** No contract shall be considered to have been entered into by ESU until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful supplier.
 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 LETTER FORMAT as an attachment to an email (or mail)** and addressed as follows:

Purchasing Office
Emporia State University
RFP# 001-26
Janitorial Supplies & Consultation Services
purchaseorders@emporia.edu

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

5. **Termination for Cause:** Emporia State University and/or its Purchasing Office may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
 - the Contractor fails to make delivery of goods or services as specified in this contract;
 - the Contractor provides substandard quality and/or workmanship;
 - the Contractor fails to perform any of the provisions of this contract, or
 - the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

ESU 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 ESU may authorize in writing), ESU 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.

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.

- 6. Termination for Convenience:** Emporia State University may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of ESU. In the event that ESU elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 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.

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.

- 7. Debarment of University Contractors:** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A 75-37,104.
- 8. Rights and Remedies:** If this contract is terminated, ESU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to ESU in the manner and to the extent directed, any completed materials. ESU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

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

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

- 9. 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.
- 10. 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 ESU shall not constitute a waiver.
- 11. 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.

- 12. 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 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 staffing at the level required by the contract specifications may result in termination of this contract and/or damages.

- 13. Subcontractors:** The Contractor shall be the sole source of contact for the contract. ESU 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.

- 14. Proof of Insurance:** Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the ESU Purchasing Office or other designated ESU office.
- 15. 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 the ESU and who are providing services involving this contract or services similar in nature to the scope of this contract to ESU. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any ESU employee who has participated in the making of this contract until at least two years after his/her termination of employment with ESU.
- 16. Confidentiality:** The Contractor may have access to private or confidential data maintained by ESU 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. Contractor may be required to agree to additional confidentiality terms and execute related documentation. 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 ESU promptly at the request of ESU in whatever form it is maintained by Contractor. On the termination or 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 ESU, will destroy or render it unreadable.
- 17. 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.
- 18. 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 for cause.
- 19. Hold Harmless:** The Contractor shall indemnify ESU 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.
- ESU 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 State property. The Contractor shall do nothing to prejudice ESU's right to recover against third parties for any loss, destruction, or damage to State property.
- 20. Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor will reimburse ESU for such property's loss or damage caused by Contractor, normal wear and tear excepted.
- 21. 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 ESU employee at any time.

- 22. Retention of Records:** Unless ESU specifies in writing a different 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, personnel of ESU; independent auditors acting on behalf of state 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 within five (5) business days at no cost to ESU.

- 23. Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to ESU 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 ESU relating to the particular products or services purchased or acquired by ESU pursuant to this contract.

- 24. 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.

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

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

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

- 27. 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.

- 28. 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.

- 29. Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Emporia, Lyon County, Kansas, unless otherwise specified and agreed upon by ESU.

- 30. Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Lyon County, unless otherwise specified and agreed upon by ESU. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party. Supplier/contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with Emporia State University and need not be reserved, but prudence requires the University to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

- 31. 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.

- 32. Criminal Or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract 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.
- 33. Injunctions:** Should ESU 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 ESU, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.
- 34. 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.
- 35. 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 Contract, within the time specified, in accordance with the provisions as specified.
- The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of Emporia State University said issue is due to imperfection in material, design, workmanship, or contractor fault.
- 36. 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.
- 37. Federal, State and Local Taxes:** Unless otherwise specified, the RFP price shall include all applicable federal, state, and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. **ESU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the supplier's price quotation.** Upon request, ESU shall provide to the Contractor a certificate of tax exemption.

ESU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

- 38. Accounts Receivable Set-Off Program:** If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the supplier may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq., Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

39. Immigration and Reform Control Act of 1986 (IRCA): All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (see certification on page 6). With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at ESU's option, may subject the contract to termination and any applicable damages. Unless provided otherwise herein, all contractors are expected to be able to produce to ESU any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like under the contract.

40. Worker Misclassification: The contractor and all lower tiered subcontractors under the contract shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

41. HIPPA Confidentiality: Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), ESU is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that ESU could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to ESU to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

42. Off-Shore Sourcing: Suppliers shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the ESU Purchasing Office in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work relocated. ESU must approve any changes prior to work being relocated. Failure to obtain ESU's approval may be grounds to terminate the contract for cause.

43. On-Site Inspection: Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to ESU any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract. Submission of a bid shall be construed as evidence that the supplier has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the supplier's bid.

44. Price Adjustments: Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity, and cash discounts. Any price reductions available during the contract period shall be offered to ESU. Failure to provide available price reductions may result in termination of the contract for cause.

On the yearly anniversary date of this contract, costs may remain at the existing contract price or a request for adjustment may be made, either upward or downward, keyed to industry changes. Contractor shall furnish documentation at least 30 days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed five percent (5%) per year for the existing contract. ESU reserves the right to accept, amend or deny any such price increase. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

45. Payment: Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires Emporia State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Emporia State University receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and Emporia State University. NOTE: If the 30-calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

46. Invoices: Each purchase order must be individually invoiced and shall state the following:

1. date of invoice;
2. date of shipment (or completion of work);
3. purchase order number and contract number;
4. itemization of all applicable charges; and
5. net amount due.

47. 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.

48. 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.

49. Shipping and F.O.B. Point: Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to ESU's receiving dock or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

50. Deliveries: All orders shall be shipped FOB destination, prepaid and allowed, and clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify Emporia State University of the revised delivery date or partial delivery date. The order may be cancelled if delivery time is unsatisfactory. The Contractor shall inform the ESU Purchasing Office of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

In the event delivery minimums apply, bidders shall submit that information with their bid response.

51. Charge Back Clause: If the contractor fails to deliver the product within the delivery time established by the contract, ESU reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.

52. Demonstration Requirements: A demonstration of the selected devices/equipment/solution for ESU may be required before final contract approval. ESU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to ESU within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.

53. Subcontractors: Kansas Statute K.S.A. 75-3741, as amended, requires a Bidder to list and identify the "Major Sub-Contractors" for Mechanical Construction, Plumbing Construction, and/or Electrical Construction included as a part of the Proposed, when a single contract for the "Project as a whole" is to be awarded.

ESU requires tax clearance certificates for all subcontractors be submitted with the proposal, and that the bidder additionally provide subcontract(s) legal company name, contract information and tax ID number (FEIN/TIN) as well.

- 54. Equipment:** All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid.
- 55. Implied Requirements:** All products and services not specifically mentioned in this RFP, 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 supplier's response.
- 56. Warranty:** Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. ESU requires a "standard" warranty of 365 days, or one (1) year, whichever is greater, unless otherwise indicated. This warranty shall be included in the cost of the equipment.
- The Contractor 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 performed 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 the ESU Purchasing Office said defect is due to imperfection in material, design, or workmanship for the warranty period specified.
- 57. Acceptance:** No contract provision or use of items by ESU shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.
- 58. Ownership:** All data, forms, procedures, software, manuals, system descriptions and workflows developed or accumulated by the Contractor under this contract shall be owned by ESU. The Contractor may not release any materials without the written approval of ESU.
- 59. Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order, Work Order, or P.O. issued under this Contract, shall become the sole property of ESU. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to ESU.
- 60. Data:** Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by ESU.
- 61. Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the supplier 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, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to ESU.
- 62. Alternate Proposals/Equivalent Items:** Bids on goods and services comparable to those specified herein are invited. Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or supplier's name, trade name, catalog number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or suppliers shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison. Samples of items, if required, shall be furnished at no expense to Emporia State University and if not destroyed in the evaluation process, shall be returned at supplier's expense, if requested. Emporia State University reserves the right to determine and approve or deny "equivalency" in comparison of alternate bids.

- 63. Certification of Materials Submitted:** The response to this RFP, together with the specifications set forth herein and all data submitted by the supplier to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the Contractor and ESU. 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.
- 64. Graphic Identity Standards and Use of University Marks:** Compliance with ESU Graphic Identity Standards and Use of University Marks Policies is required and may not be waived with equivalents.
- 65. Inspection:** ESU reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.
- 66. New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.
- 67. Supplier Contracts:** Supplier must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the supplier would propose to incorporate into the contract generated from this RFP. (Form ESU-146a remains a mandatory requirement in all contracts.)
- 68. Contract Price:** Contracts are awarded to take advantage of volume discount pricing for goods and services that have a recurring demand. However, if ESU locates a supplier that can provide the identical item at a lower price, a waiver to “buy off contract” may be granted by ESU’s Controller.
- 69. Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to ESU to allow for a functional transition to another supplier.
- 70. Award:** Award will be by line item or group total, whichever is in the best interest of ESU.
- 71. Acceptance:** Acceptance of Bid and Agreement is formalized upon execution of a contract and issuance of an ESU purchase order, which incorporates all terms of this RFP, and corresponding execution of ESU marks licensing agreement by the parties.

SECTION IV - SPECIFICATIONS

SCOPE:

- A. Emporia State University incorporates approximately 1.1 million square feet in approximately 23 buildings.
- B. Custodial operations in Emporia State University are currently being performed in-house. There are 33 full-time facilities employees and no part-time employees. All supplies needed for custodial operations are currently being bulk ordered, received at a central receiving dock, and stored as inventory until requested by respective site personnel.
- C. Custodial staff members currently receive quality in-house training prior to being assigned to work sites. Many have acquired knowledge regarding chemical composition of cleaning products, their uses, and task routines via word of mouth from peers.
- D. Emporia State University seeks to establish an annual agreement for housekeeping supplies, consultation, and support services which would enhance the quality of performance of the custodial staff, improve staff productivity, and assist in providing a more efficiently managed operation.
- E. The agreement is intended to be entered into with only one vendor source for cleaning chemicals and floor care products. This will eliminate the cost and confusion associated with multiple vendors for “like-kind” products and multiple purchase orders.
- F. Emporia State University intends to contract with the most qualified firm or individual whose proposal best aligns with our goals of enhancing campus safety, environment, and operational efficiency, while prioritizing well-being and infrastructure integrity. No contract shall be awarded solely based on price. Only those proposals determined to meet all the requirements of this Request for Proposal will be given consideration. A committee may be established to evaluate proposals based on the following criteria, listed in relative order of importance outlined below.

AWARD CRITERIA:

- Expertise in Facilities Management: demonstrated competence with APPA standards
- Innovative Solutions: Experience with technologies that lead to efficiency and reduction of costs.
- Quality Delivery: Ability to provide effective materials, equipment, and services in a timely manner
 - Includes time to achieve Implementation Plan noted in para. F.18 below.
- Proven Track Record: References and business history that show longevity of working with large institutions
- Cost-Effective Solutions: Provide cost effective supplies, equipment, and professional services
- RFP Compliance: Adherence in providing information required by this Request for Proposal

EVALUATION CRITERIA:

Factors to be taken into consideration (listed in their relative order of importance) in awarding this proposal shall include, but not be limited to, the following:

1. **Pur-O-Zone Inc will provide** A Vendor - Managed Computerized Cleaning Cost Analysis Program, whose software will identify the following information for each facility / building:
 - Estimated Total Square Feet for the Facility(s)
 - Estimated Total Square Feet by Building(s) / by Floor Type
 - Estimated Total Square Feet by Area / by Floor Type
 - Estimated Total Labor Hours
 - Estimated Total Labor Costs
 - Estimated Quantity of Supplies

- Estimated Cost of Supplies
- Estimated Total Cleaning Costs
- Estimated Cost per Square Foot
- Estimated Cost per User / Student
- Estimated Total Labor Hours and Labor Costs by Area
- Estimated Number of Cleaning / and Other Effort Hours per FTE
- Estimated Number of Square Feet per FTE
- Estimated Number of FTE's
- Routine Task List by Building(s) / by Area
- Special Project Task List by Building(s) / by Area
- Customer Focused Report Generator
- Customer Focused Task Manager Program
- Professional Custodial Training and Certification Program
- Train The Trainers Programs
- Training Job Cards
- Training Flow Charts
- Training Card Program
- Daily Checklists
- PDA Based Integrated Inspection / Quality Assurance Program
- Comprehensive Custodial Handbook

2. **Pur-O-Zone Inc. will provide** A Risk Management Program to include product liability insurance, quality control, professional advice, safety, and environmental concerns. **An outline has been provided as a submittal to this RFP**
3. S.D.S. Materials – **Pur-O-Zone Inc. will provide** all locations, the purchasing office, and the warehouse copies of all Safety Data Sheets in compliance with OSHA's Hazard Communication Standard. All labels for secondary containers are to meet OSHA's guidelines. As a service to Emporia State University, and to assist in our compliance with OSHA requirements, the vendor will provide SDS and labeling in English and Spanish.
4. Training - Emporia State University believes that a trained department is a successful and motivated department. Proper training makes clear not only the overall goals of the housekeeping department, but individual responsibilities as well. **Pur-O-Zone Inc. will** Assist the Director of Facilities with training sessions for employees. The vendor will provide a comprehensive training program to include, but not be limited to the following:
 - a. New Employee Orientation - To be offered on an as requested basis and at sites to be determined by Emporia State University. Trainer(s) will have at least five years training experience.
 - b. Product, Process, and Safety Training - Training will be offered in various formats from individual to large group and in classroom, seminar, and hands-on settings. Sessions to be available on an as requested basis and at sites to be determined by Emporia State University. Trainer(s) will have at least five years training experience.
 - c. Regulatory Compliance Up-Dates - To be offered annually in compliance with OSHA requirements at a site to be determined by Emporia State University.
 - d. Handouts - All training blocks will include employee handouts, which upon completion of the program will comprise a Custodian's Training Manual.
 - e. Certificates of Completion - To be awarded each employee upon the successful completion of each bloc of the training program.
5. Technical Service Support – **Pur-O-Zone Inc. will provide** ongoing technical service support regarding products, procedures, and equipment as requested by Emporia State University.
6. Chemical Proportioning System – **Pur-O-Zone Inc. will provide** a proportioning system to be utilized at the user site. This should be a push button dispensing system, which will meter the selected product at the correct dilution rate without waste. Metering tips should ensure consistent dilution accuracy. The system should provide product security

via a locking cabinet. It should provide low-flow dispensing (for quart containers), and high-flow dispensing (for mop buckets, extractors, and auto scrubbers). The system should take up a minimum of space. Ancillary methods of proportioning utilizing the same products and color and number coding system are to be available where space or water supply will not allow a proportioner to be installed. Product usage wall charts using the same color and number coding system will be provided as required. Quick reference materials in a laminated, color-coded bilingual format shall be provided as requested. **Descriptive literature of the system has been provided as a submittal to this RFP.** All costs for the system must be included and kept separate from the other costs listed in the proposal.

7. Price and Conformity to Plans and Specifications – While cost is a significant factor in considering the placement of the award, it is not the only factor, and the award will not be based solely upon the lowest fees submitted. This facility reserves the right to accept proposals other than the lowest price. **Website and discount information have been provided in the pricing schedules to follow:**
8. Company Representatives – The qualifications of the representatives assigned to the vendor as well as back up personnel must be outlined in the proposal. **This information has been provided as a submittal to this RFP.**
9. Secondary Labeling – **Pur-O-Zone Inc. will provide** sufficient secondary product labels for each item sold. Labels must be resistant to deterioration from contact with chemicals and/or water. All secondary labels shall be bilingual and shall comply with the requirements of the OSHA Hazard Communication Standard.
10. Brand Name – All products submitted are a recognized national brand. The brand name must appear on the proposal for each item. A space left blank will not be considered for the award.
11. Chemical Products – All products must be UL[®], EPA, USDA rated, and OSHA approved, where applicable. Vendors should furnish applicable test data and descriptive literature for all products.
12. Regulatory Compliance – **Pur-O-Zone Inc. will provide** Assistance with regulatory compliance shall be given proactively. Expert Witness Consultation during slip and fall litigation shall be available at the request of Emporia State University.
13. Delivery Arrangements – **Pur-O-Zone's distribution Center is located at 345 North Iowa, Lawrence, Kansas where a multimillion-dollar inventory is maintained and orders are filled at an average daily fill rate exceeding 95%.** Pur-O-Zone Inc. supports all the listed delivery options and can provide same or next day deliveries for special or emergency needs.
 - a. Ship all chemicals to Emporia State University warehouse.
 - b. "Just-In-Time" Delivery. Blanket Purchase Order from each facility. Vendor delivery to each site monthly.
 - c. Vendor consigns products to Emporia State University warehouse and invoices once a month based on usage.
14. Chemical Manufacturer Access – **Access through the internet to Emporia State University's chosen manufacturer of maintenance supplies can be found at www.purozone.com**
15. Ordering Options – **Pur-O-Zone Inc. Supports all listed ordering options:**
 - a. Telephone orders
 - b. Customized e-mail ordering
 - c. Internet Ordering
 - d. EDI
 - e. Vendor Managed Inventory
 - f. Other
16. **Pur-O-Zone Inc. will Provide** unlimited use of educational housekeeping videos and training material for auxiliary in-house training including no cost access to online training web resources.

17. **Pur-O-Zone Inc. will support** the ongoing process of improving overall housekeeping operations, including, but not be limited to evaluations, consultations, and recommendations regarding new equipment intended to optimize current labor force efforts.
18. An Implementation Plan – Implementation Plan to include at a minimum a “schedule of implementation” for their maintenance program proposal. Failure to meet this schedule may result in termination of this award at the discretion of Emporia State University. The plan should include a campuswide physical assessment of all cleanable spaces, develop methods and recommend equipment for most efficient way to complete cleaning tasks across entirety of campus. **Award of this contract would represent a continuation of services already in place at ESU.**
19. A line-item quotation for the attached list of housekeeping supplies (Price Sheet) to be furnished to Emporia State University. Monthly invoicing is preferred.

SECTION V - COST PROPOSAL

Please attach your preferred format of quotes and/or pricing to your proposal submission.

Pricing Has been Provided as Separate attachments to this submission



COMPANY PROFILE

Pur-O-Zone, Inc. established in 1943 and located in Lawrence, Kansas, is a full-line supplier of cleaning chemicals, equipment and supplies.

Throughout our trade area of Kansas, Missouri, Nebraska, Colorado and Oklahoma, Pur-O-Zone is recognized as a leading supplier of products to clean the built environment. Our products and services are second to none!

DISTRIBUTION

Pur-O-Zone distributes products for all of the leading manufacturers in our industry, including Pro-Link, Essity, Nilfisk Advance, 3M, Hillyard, Rubbermaid, GoJo and many others.

INNOVATION

Pur-O-Zone blends our own line of floor finishes, cleaners, degreasers and other cleaning chemicals, backed by years of experience coupled with the latest technologies.

CUSTOMER SERVICE

Pur-O-Zone's staff of Sales & Customer Service Representatives has been trained to serve you, whether it be by helping you solve problems, by using your budget in the most efficient manner possible, or by simply taking our order. We'll be there for you when you need us!

EQUIPMENT SERVICE

Pur-O-Zone's Service Department is qualified to service all makes and models of cleaning equipment, and has *Preventative Maintenance* programs available to keep your fleet of machines always working at top efficiency.

TRAINING

Pur-O-Zone has been working side-by-side with our customers since 1943, training them and their staff on the products and procedures that will make their job the easiest and most efficient. Training programs are available on a number of different topics, and can be done in-house or in our training facility.

EXPERIENCE

When you need to turn to an expert, look no further than Pur-O-Zone! Our nearly 80 years of experience mean we're well equipped to help you solve any problem you run into! Our experience, combined with our fine products, allow you to keep your facility maintained in a clean and professional manner that reflects well on you and your employees!

HISTORY

Pur-O-Zone, Inc. has been providing cleaning chemicals and equipment for our Midwestern customers since 1943, when it was founded by the late Jack Vincent. Under his ownership, and that of the late

Chic Sales, Pur-O-Zone fostered a unique relationship with our customers, providing them the education and tools to do their jobs in the best and most efficient manner possible.

Pur-O-Zone was purchased in 1985 by Joe M. Bosco and Jim Freund. Under their leadership, Pur-O-Zone grew to be a leader in our marketplace, supplying customers as large as Boeing and as small as individual users.

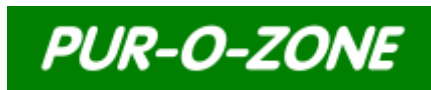
Pur-O-Zone joined Pro-Link, a group of geographically diverse distributors, in 1984, and today our *Pro-Link* brand of products is our best selling national brand line.

In January 2003, Pur-O-Zone was purchased by three longtime, key employees: Mike Lane, Terry Boyle and Joe Bosco. With more than 100 combined years at Pur-O-Zone, the ownership group is committed to grow Pur-O-Zone's leadership position in the marketplace.

Today, as we move into the future, Pur-O-Zone distributes products from the premiere leaders of our industry, as well as manufacturing our own line of *Pur-O-Zone Brand* chemicals, including cleaners, degreasers, floor finishes and many specialty chemicals.

At Pur-O-Zone, our mascot from many years ago, "Pozzy" Man, reflects our view that a clean environment is a happy environment!

- \$19 Million Annual Sales
- \$2 Million Average Daily Inventory
- 30,000 sq ft Distribution Center / Corporate Office
345 North Iowa
Lawrence, Kansas 66044
- Hutchinson Service Depot/Satellite Warehouse
218 East 2nd Street
Hutchinson, Kansas 67501
- **Pur-O-Zone delivers the entire state of Kansas on company trucks equipped with lift gates and electric pallet jacks allowing us to deliver product to just the right spot.**
- Pur-O-Zone fills 94% of line items at 100%



ENVIRONMENTAL CLEANING SOLUTIONS SINCE 1943
OUR VALUE-ADDED PROMISE

Our goals are to partner with you to:

- * Protect and preserve assets by increasing the cleanliness and hygiene levels of your facility.
- * Increase the professionalism of your cleaning staff, through a special emphasis on consistent and relevant education.
- * Control your overall cost of cleaning through education, time and labor-saving systems and automation.

Unique advantages of partnering with Pur-O-Zone include:

- * We manufacture our own line of cleaners and coatings with custom formulating and packaging available.
- * Providing consultative services in all facets of facility sanitation including:
- * Conducting no-obligation building-site surveys.
- * The availability of Cleaning Cost Analysis software programs that help you manage overall cleaning costs, budgeting, training/tasking and personnel.
- * New construction budgeting, staffing and equipment projections.
- * Outsourcing, we can lead you in the right direction or help you prevent it.
- * Providing professional educational seminars, training and certification.
- * Distributing industry-leading national brand-name lines of equipment, chemicals, supplies and tools for one-stop shopping and vendor consolidation.
- * Providing "Just in Time Delivery" – all the time.
- * Providing concrete and wood floor coatings and refinishing services.
- * Providing Green Seal®-Certified cleaning products, including the only Green Seal®-Certified line of paper products.
- * Servicing and repairing all brands of commercial cleaning equipment with on-site service available.
- * Providing pool and spa products and services.
- * Pur-O-Zone has been providing cleaning solutions for your learning, living and working environment since 1943.

Resumes of Key Personnel

There will be 3 Pur-O-Zone representatives directly assigned to the fulfillment of this contract:

Mark McFarland, Education Market Director will be the primary consultant regarding the consultative and data driven continuous improvement segments of this contract.

33 years with Pur-O-Zone holding numerous sales and consulting positions.

ISSA Industry Certified Expert.

ISSA Accredited Certification Trainer.

Certified in the use of Hillyard's Cleaning Cost Analysis Software.

Hold numerous factory certifications.

Lyle Larson, Service Manager.

11 years with Pur-O-Zone in Equipment Service and Management roles.

ISSA Industry Certified Expert.

Nilfisk Advance Gold Certified Technician.

Nilfisk Advance Autonomous (Robotics) Certified

Sunburst Laundry and Dish Chemical Certified

Erin McFarland, Key Account Specialist will be responsible for the analytic processes of fulfilling this contract.

24 years of managing the collection and analysis of facility data from nearly 80 million square feet of customer facilities representing hundreds of buildings.

ISSA Certified Workloading Specialist

Certified in the use of Hillyard's Cleaning Cost Analysis Software.

Other customer service, techs and factory representatives may be employed as necessary in the fulfillment of this contract as deemed necessary by the team outlined above.

While each of the team members above have commitments to other customer projects resources will be prioritized to Emporia State University as necessary to complete this project.

ESU Contract #00048 Cost Sheet

		Cost per Case	Pouches per Case
	ScrubPac® All Purpose Cleaner		
102®	Each Pac® brand pouch makes 2 gallons or 1 quart of all purpose cleaning solution. Use with No. 320100 Spray Bottle.	\$572.00	528
104™	Each Pac® brand pouch makes 4 gallons of all purpose cleaning solution or 1 quart of solution for heavy duty cleaning.	\$521.00	288
	Germicidal Cleaner		
201™	Each Pac® brand pouch makes 1 gallon of quaternary disinfectant/detergent solution.	\$292.00	528
202™	Each Pac® brand pouch makes 2 gallons of quaternary disinfectant/detergent solution.	\$299.00	288
204™	Each Pac® brand pouch makes 4 gallons of quaternary disinfectant/detergent solution.	\$260.00	160
264™	Each Pac® brand pouch makes 7 gallons of quaternary disinfectant/detergent solution.	\$280.00	96
	Germicidal CleanerQ		
232™	Each Pac® brand pouch makes 1 quart of quaternary disinfectant/detergent solution. Use with 320200 Spray Bottle.	\$366.00	528
	StripPac®		
314™	Each Pac® brand pouch makes 4 gallons of solution for removing floor finish.	\$549.00	104
	NeutraPac®		
404™	Each Pac® brand pouch makes 4 gallons of solution for conditioning floors after stripping. Ideal for removal of snow melt compounds.	\$406.00	432
	BowlPac®		
532™	Each Pac® brand pouch makes 1 quart of non-corrosive Bathroom Cleaner. Use with 320500 Applicator Bottle.	\$439.00	312
	LaundryPac®		
940he™	Use 1 Pac® brand pouch per load in standard or high efficiency washer.	\$329.00	432
	SteamPac®		
1203™	Each Pac® brand pouch makes 3 gallons of extraction detergent with built-in defoamer.	\$412.00	288
1207™	Each Pac® brand pouch makes 7 gallons of extraction detergent with built-in defoamer.	\$412.00	144
1210™	Each Pac® brand pouch makes 10 gallons of extraction detergent with built-in defoamer.	\$420.00	120
	GlassPac®		
1432™	Each Pac® brand pouch makes 1 quart of Glass Cleaner. Use with 321400 Spray Bottle.	\$420.00	528
	AirFreshPac®		
1732™	Each Pac® brand pouch makes 1 quart of Air Freshener/Odor Counteractant. Use with 321700 Spray Bottle.	\$498.00	480
	MopPacLite®		
1802®	Each Pac® brand pouch makes 2 gallons of pH neutral, rinse-free solution. Leaves no residue.	\$498.00	720
1804™	Each Pac® brand pouch makes 4 gallons of pH neutral, rinse-free solution. Leaves no residue.	\$457.00	432

BacPac®			
2202™	Each Pac® brand pouch makes 2 gallons of mopping detergent to eliminate the daily accumulation of organic wastes on floors and in drains. /	\$649.00	240
Auto Scrubber			
110™	Each Pac® brand pouch makes 10 gallons of heavy duty scrubbing solution.	\$366.00	216
410™	Each Pac brand pouch makes 10 gallons of solution for conditioning floors after stripping. Ideal for removal of snow melt compounds.	\$309.00	192
710™	PowerPac® Each Pac® brand pouch makes 10 gallons of industrial strength detergent for cleaning and degreasing heavily soiled floors.	\$370.00	96
1810™	MopPacLite® Each Pac® brand pouch makes 10 gallons of pH neutral, rinse-free solution. Leaves no residue.	\$359.00	240
2110™	BritePac® Each Pac® brand pouch makes 10 gallons of Neutral Cleaner/Acrylic Brightener.	\$374.00	120
Floor Finish			
2464™	Janus® Gold Floor Finish Each Pac® brand pouch contains 1/2 Gallon of Ready-To-Use Acrylic Floor Finish. Maintain with burnisher (up to 1500	\$200.00	12
2564™	Janus® Silver HSB Floor Finish Each Pac® brand pouch contains 1/2 Gallon of Ready-To-Use Urethane Enhanced Floor Finish. Maintain with hi	\$210.00	12
DepotPac Detergent Refill System			
Each Pac® brand pouch makes five (5) gallons of solution. Ideal for centralized filling of spray bottles. DepotPac® products are packed 6 cartons per case.			
105™	DepotPac® All Purpose Cleaner Use with 320100 Spray Bottle.	\$627.00	36
205™N	DepotPac® Germicidal Cleaner Use with 320200 Spray Bottle.	\$305.00	120
505™	DepotPac® Bathroom Cleaner Use with 320500 Applicator Bottle.	\$442.00	18
1405™	DepotPac® Glass Cleaner Use with 321400 Spray Bottle.	\$405.00	36
1705™	DepotPac® Air Freshener Use with 321700 Spray Bottle.	\$549.00	36
160200	16 oz. Germicidal Cleaner Bottle/Sprayer	96/Case	\$187.00
320100	32 oz. ScrubPac® Bottle/Sprayer	84/Case	\$203.00
320200	32 oz. Germicidal Cleaner Bottle/Sprayer	84/Case	\$203.00
320500	32 oz. BowlPac® Bottle/Cap	84/Case	\$203.00
321400	32 oz. GlassPac® Bottle/Sprayer	84/Case	\$203.00
321700	32 oz. AirFreshPac® Bottle/Sprayer	84/Case	\$203.00
322202	32 oz. BacPac® Bottle/Sprayer	84/Case	\$203.00
52064	1/2 gallon Stock Bottle/Pump	54/Case	\$400.00
50640	DepotPac® System 5 gallon Dispenser	6/Case	\$115.00
43103	DistributionTray	12/Case	\$73.00
43104	Inspection Mirror with Light	12/Case	\$100.00
43107	Pac®Cutter with Tie	25/Box	\$41.00
43108	Point-of-Use Mixing Hose	12/Case	\$94.00
43110	CarryPac® Hip Pack	Each	\$18.00
43114	ClipPac® Closer for Finish	12/ctn	\$14.00
46505	Simplify Your Cleaning Kit	Each	\$10.00
L000003	DepotPac® Bi-Lingual Poster	Each	\$5.00
L000127	RYG School Poster	Each	\$5.00

L000134	RYG Mixing Poster	Each	\$5.00
L000135	PPQ Mixing Poster	Each	\$5.00

JANUS® Custodial Recognition Items
Contact us for information on how you can utilize this program to motivate and recognize custodial personnel.

J045900	Framed Janus Lithograph	Each	\$115.00
J049501	Cloisonne Lapel Pin	Each	\$5.00
J049503	Ceramic Mug	Each	\$12.00
J049506	Brass Key Keeper	Each	\$6.00

PRICE SHEET A

QUOTATION FOR JANITORIAL SUPPLIES

	COMMODITY DESCRIPTION	TOTAL ANNUAL QNTY	U/M	UNIT PRICE	EXTENDED PRICE
1	LCA114K Tersano Filter Module	Unknown	1 EA	\$250	
2	LQFC425K Tersano Aqueous Ozone Generator	Unknown	1 EA	\$3,100	
3	401186 Autoflush Urinal Chrome	Unknown	1 EA	\$139	
4	26824 Solaris 1500 sheet roll toilet tissue 18/cs	Unknown	1 CS	\$44.43	
5	46902 Solaris 1000 Foot Roll Paper Towel 6/cs	Unknown	1 CS	\$50.86	
6	750112 Rubbermaid Lumicel soap 4/cs	Unknown	1 CS	\$62.77	
8	22222 Pod Petite Liner Cassette	Unknown	1 CS	\$167.15	
9	BTK4348HP 55 Gallon Liner 100/cs	Unknown	1 CS	\$34.82	
10	BTK3340XMP 33 Gallon Liner 100/cs	Unknown	1 CS	\$17.53	
11	BTK2432XMP 24X32 1Mil Black	Unknown	1 CS	\$27.90	
12	BSN082424 7-10 Gallon Liner 1000/cs	Unknown	1 CS	\$27.85	
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					

arsenal[®] 1

Dilution Control Simplified

Quick Change Multi-Product Dispensing



QC

Portable Dispensing



PD

Dedicated 4 Product Dispensing



4D



One Refill - Three Dispensing Options

HILLYARD
The Cleaning Resource[®]

arsenal[®]1 by Hillyard

Dilution Control Simplified

At Hillyard, we understand professional cleaning. We know it's not a "one size fits all" approach. We also know standardization and consistency is critical to delivering clean, healthy buildings in a cost effective manner. That's why we have developed the Arsenal One Dilution Control System - one refill style dispensed through three dispensing options. Same great formulas. Same color and number coding to simplify training. And, dispensing designed for the way your staff works - helping deliver the cleaning results your stakeholders demand.

Consistent Performance

- Arsenal One delivers the right amount of chemical every time ensuring the product performs as designed.
- Custodians using the "glug-glug" method can mix products either too strong or too weak. Too strong - it can ruin surfaces, create safety hazards, and substantially increase product cost. Too weak - the product doesn't perform and cleaning results suffer.

Cost Effective

- Highly concentrated products accurately diluted on site eliminates operator error and guesswork associated with manual "glug-glug" mixing.
- Dramatic cost and space savings when compared to "ready-to-use" products.

Safe and Simple to Use

- Color and number coding across all Arsenal systems simplifies training.
- Arsenal One is a sealed delivery system - minimizing direct contact with concentrated chemicals.



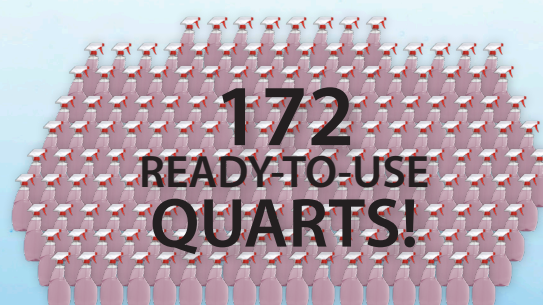
Color coding and number coding across all dispensing systems simplifies training.

Arsenal ONE Savings...

- Less Packaging
- Reduced Transportation
- Less Waste
- Lower Cost



=



172
READY-TO-USE
QUARTS!

*Arsenal One refills have a range of dilution rates. This example uses Arsenal Jr. Re-Juv-Nal, dilution rate 2 oz. per gallon of water.

2.5L Refill
Concentrate*

High Performance Concentrate System

One Refill Style For All Arsenal One Dispensers

Simplify Cleaning Processes, Training, and Procurement

One refill style for all of your cleaning chemical needs.

- High capacity 2.5 liter refills strike the right balance for both dedicated wall mount and portable dispensing.
- Sealed, tip-in-bottle dilution eliminates dispenser tip maintenance hassles and ensures accurate dilutions.
- Closed loop technology eliminates spills and direct contact with concentrated chemical.
- With over 107 years of experience formulating high-performance cleaning systems, you can be confident you're getting the best products to get the job done right!



Put The Hillyard Suprox® PEROXIDE Team To Work For You...

The boosted cleaning power and safety of peroxide in one system for daily cleaning!

- Put four peroxide formulas in one convenient Arsenal One system.
- Perfectly matched dilution rates for each cleaning challenge.
- No. 32 Suprox - D, EPA Registered Disinfectant Cleaner
No. 37 Suprox - Heavy Duty
No. 38 Suprox - Multi-Purpose
No. 39 Suprox - Glass & Floor
- Green Seal™ Certified, Nos. 37, 38, 39



Go Green, Go Arsenal!

It's the sustainable thing to do.

- Highly concentrated products reduce packaging, warehousing, and transportation requirements, lowering our carbon footprint.
- A range of Green Seal™ certified products are available in Arsenal.



Scan QR Code to visit the
Arsenal One Information Site!

arsenal[®] 4D

Dedicated Four Product Dispensing

Compact Dedicated 4 Product Design

18" Wide x 26.25" Tall x 9" Deep

ASSE 1055B Certified

Locking Cabinet

The locking lid secures the refill. The lock system can be removed during installation.



Stay-In-Place Lid Design

When changing refills, the lid stays up and out of the way until it is closed.



Fill Bottles, Buckets & Scrubbers

Quickly fill bottles. Simply engage the locking, tethered hose to fill buckets and autoscrubbers.



No Assembly, Out-of-the-box Installation

Connect water supply hose and easily mount on wall with included hardware. Four screws is all it takes.

Simple Push Button Operation

Clear Water Access

QR Code Product Information

Full Product Visibility

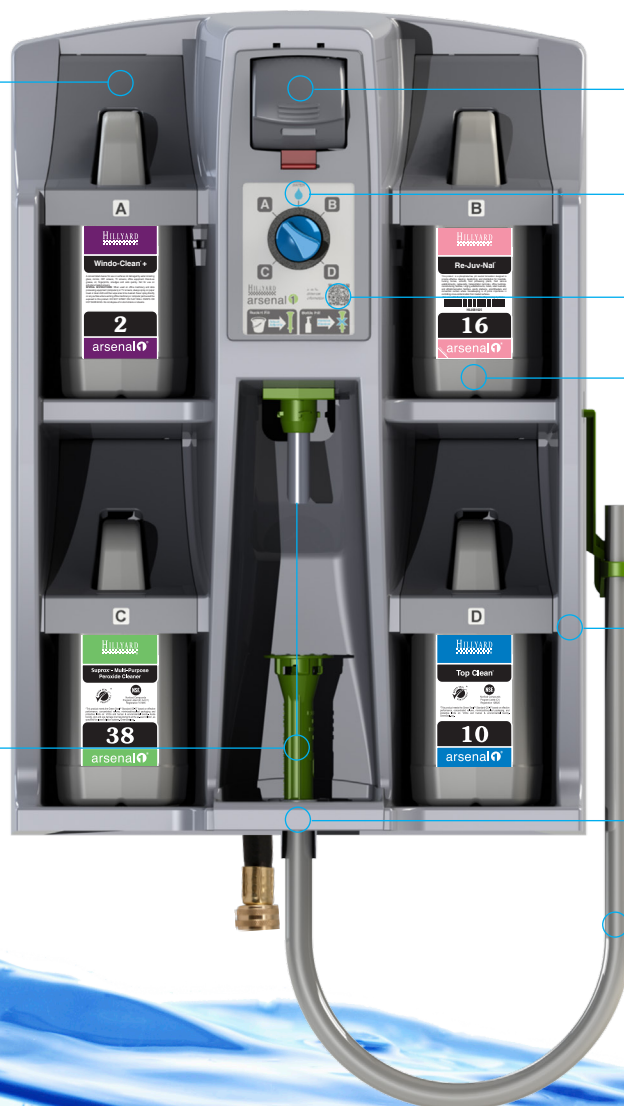
Easy to see product levels. Labeling on container refills allows flexibility to swap products if needed.

Reinforced Polypropylene Construction

Reinforced polypropylene provides excellent durability and chemical resistance.

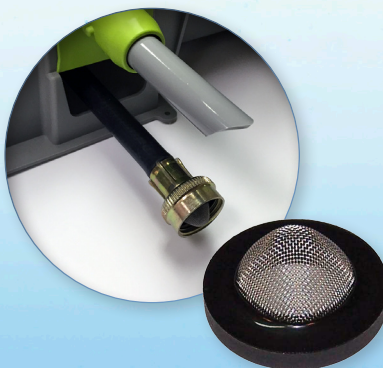
Drip Tray with Drainage

6 Ft. Bucket Fill Hose



Item	Item No.
E Gap Dispenser	HIL99700EG
Air Gap Dispenser	HIL99701AG

HILLYARD



Easily Replace Hose Screen Filters

Hard water mineral build-up on the hose screens? Easily replace the screens without removing the cabinet from the wall. Arsenal One 4D and QC.

arsenal[®]QC

Quick Change Multi-Product Dispensing

Compact Interchangeable 2 Product Design

14.25" Wide x 18" Tall x 8" Deep

ASSE 1055B Certified

Dedicated Slot

Keep one product like disinfectant sanitizer dedicated, in the dispenser 24/7 ready to work.

QR Code Product Information

Full Product Visibility

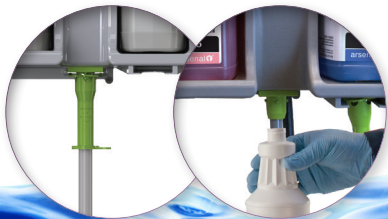
Easy to see product levels. Labeling on container refills allows flexibility to swap products if needed.

Reinforced Polypropylene Construction

Reinforced polypropylene provides excellent durability and chemical resistance.

Fill Bottles, Buckets & Scrubbers

Quickly fill bottles. Simply engage the locking, tethered hose to fill buckets and autoscrubbers.*



No Assembly, Out-of-the-box Installation

Simply attach the water supply hose and easily mount on wall with included hardware. Four screws is all it takes.

Simple Push Button Operation

Clear Water Access

Quick Change Slot

Effortlessly slide products in and out of the dispenser. The dispensing dock automatically engages the bottle insert creating a safe, tight connection to deliver accurate dilution rates.



6 Ft. Bucket Fill Hose

Item	Item No.
E Gap Dispenser	HIL99702EG
Air Gap Dispenser	HIL99703AG

3 and 4 Product Refill Storage Racks

Wall Mount Rack	Item No.
3 - Product, 7.75" Deep x 13.25" Wide	HIL22898
4 - Product, 7.75" Deep x 19.75" Wide	HIL22899



Optional drip tray available. Mounts separately to the wall underneath the dispenser. Item No: HIL99533

*Arsenal One QC includes a small cable that keeps the green bucket fill receiver tethered to the dispenser - not shown.



Portable Dispensing

Save Time

Eliminate back and forth trips to the custodial closet.

- Quick Disconnect
- Locking Trigger
- Bucket Clip
- Ergonomic Handle
- Optional Quick Connect Foaming Head
- Secure, Threaded Connection
- ASSE 1055B Certified, Built-In Backflow Prevention

Fill and Foam

Dispenses the perfect dilution to fill bottles, buckets, scrubbers. Or, use the foaming attachment to apply foaming cleaners.



Item	Item No.
Portable Dilution Control - Kit Includes Dispensing Gun, Water Hose, Quick Disconnects	HIL99705
Portable Dilution Control - Dispensing Gun Only	HIL99706
Foamer Attachment for Portable Dilution Control Gun	HIL99707



Optional
Foamer Attachment



Wisconsin T-Valve	Item No.
Back flow valve that meets certain local plumbing regulations. Check local codes to see if it is required in your facility.	HIL99422



Wisconsin T-Valve

Arsenal

Dispensing Jug System For
"Unconnected" Water Sources

Simply Smart

- Perfect for custodial closets without a water source. Deliver pre-mixed "buddy jugs" to the custodial closet.
- Standardized dilution. One quart bottle to 5 gallon jug.
- MSDS printed right on the label side.

Smart refill design keeps the system safe. The mouth on the quart bottle refill is extra large. This ensures that a user cannot put a trigger sprayer on the bottle of concentrated chemical and mistakingly use it as ready-to-use product.

Four shelf stack rack, each shelf 14" x 14". Item No. HIL30420
Empty 5 gallon buddy jug with embossed graduations. Item No. HIL29997

Arsenal Hil-Pac® Pouches

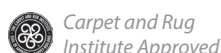
The benefits of dilution control when dispensers are not an option!

- Portable, mix at any faucet.
- Control inventory with pre-measured packets.
- Improve productivity by reducing trips back to the custodial closet.





		Certifications Registration	Dilution Oz/Gal	Gallons Yield	Quarts Yield	Arsenal One 2.5L Refills	Arsenal Sm. Hil-Pacs® Pac Size/RTU Yield	Arsenal Lg. Hil-Pacs® Pac Size/RTU Yield	Arsenal Jug System RTU Yield/Bottle
1	Assurance® Spray & Wipe Cleaner	-	6 oz.	14.75	59	HIL0080125	HIL0080191 1.5 ozs. / 1 Quart	-	HIL0080104 21 Quarts
2	Windo-Clean® + Glass Cleaner	-	6 oz.	14.75	59	HIL0080225	HIL0080291 1.5 ozs. / 1 Quart	-	HIL0080204 21 Quarts
3	Harmony Air Freshener Odor Counteractant	-	6 oz.	14.75	59	HIL0080325	-	-	HIL0080304 21 Quarts
4	Country Garden Air Freshener	-	6 oz.	14.75	59	HIL0080425	HIL0080491 1.5 ozs. / 1 Quart	-	HIL0080404 21 Quarts
5	Restroom Cleaner Heavy Duty Acidic Cleaner	-	6 oz.	14.75	59	HIL0080525	HIL0080591 1.5 ozs. / 1 Quart	-	HIL0080504 21 Quarts
6	Vindicator® + Disinfectant Cleaner		.5 oz.	170	679	HIL0080625	HIL0080689 1 oz. / 2 Gallons	HIL0080695 2.5 ozs. / 5 Gallons	-
7	Clean Action® II Extraction Cleaner	-	1 oz.	85	341	HIL0080725	-	HIL0080793 3 ozs. / 3 Gallons	-
8	Super Shine-All® The Legendary Neutral Cleaner		1 oz.	85	341	HIL0080825	HIL0080892 2 ozs. / 2 Gallons	HIL0080894 4 ozs. / 4 Gallons	-
9	Heavy Duty Floor Cleaner	-	1 oz.	85	341	HIL0080925	HIL0080992 2 ozs. / 2 Gallons	HIL0080994 4 ozs. / 4 Gallons	-
10	Top Clean® General Purpose Neutral Cleaner	NSF C1	.5 oz.	170	679	HIL0081025	HIL0081089 1 oz. / 2 Gallons	HIL0081092 2 ozs. / 4 Gallons	-
11	Restroom Cleaner/Disinfectant		4 oz.	22	88	HIL0081125	-	-	-
12	Hillyard Lemon Disinfectant	-	-	-	-	-	HIL0081289 1 oz. / 1 Quart	-	-
13	Bonnet Cleaner	-	6 oz.	14.75	59	HIL0081325	-	-	-
14	Carpet Pre-Spray		6 oz.	14.75	59	HIL0081425	-	-	HIL0081404 21 Quarts
15	Carpet Spotter	-	6 oz.	14.75	59	HIL0081525	-	-	-
16	Re-Juv-Nal® Disinfectant Cleaner		2 oz.	43	172	HIL0081625	HIL0081689 1 oz. / 2 Quarts	HIL0081694 4 ozs. / 2 Gallons	-
18	Neutralizer	-	2 oz.	43	172	HIL0081825	-	HIL0081894 4 ozs. / 2 Gallons	-
19	Non-Acid Restroom Disinfectant/Cleaner		2 oz.	43	172	HIL0081925	HIL0081989 1 oz. / 2 Quarts	-	-
20	Spray Clean HD Ultra-tough Spray & Wipe Cleaner	-	6 oz.	14.75	59	HIL0182025	-	-	-
21	Typhoon® Heavy Duty Acid-free Restroom Cleaner	-	10 oz.	9	36	HIL0082125	-	-	-
22	Citrus-Scrub® Natural Solvent Degreaser Cleaner		6 oz.	14.75	59	HIL0082225	-	-	-
23	Restorer		4 oz.	22	88	HIL0082325	-	-	-
24	Q.T.® Plus Disinfectant Cleaner		1 oz.	85	341	HIL0082425	-	-	-
25	Sanitizer	NSF D2	.5 oz.	170	679	HIL0082525	-	-	-
26	Arsenal Stripper Heavy Duty, Non-Ammoniated	Packaged in half-gallon container - mix one container to five gallons of water.HIL0082629							
27	Green Select® Glass Cleaner		6 oz.	14.75	59	HIL0082725	HIL0082791 1.5 oz. / 1 Quart	-	-
28	Green Select® Degreaser Cleaner		4 oz.	22	88	HIL0082825	-	-	-
29	Green Select® Bathroom Cleaner		6 oz.	14.75	59	HIL0082925	-	-	HIL0082904 21 Quarts
32	Suprox-D® Disinfectant Cleaner w/ Peroxide		2 oz.	43	172	HIL0083225	-	-	-
34	Recoat Prep Prep for Floor Finishing	-	2 oz.	43	172	HIL0083425	-	-	-
35	Carpet pH Rinse Encapsulating Acid Neutralizer	-	2 oz.	43	172	HIL0083525	-	-	-
37	Suprox® - Heavy Duty Peroxide Cleaner	NSF A1,A4,C1	5 oz.	17.5	70	HIL0083725	-	-	-
38	Suprox® - Multi-Purpose Peroxide Cleaner	NSF A1,A4,C1	3 oz.	29	115	HIL0083825	-	-	-
39	Suprox® - Glass & Floor Peroxide Cleaner	NSF A1,A4,C1	1 oz.	85	341	HIL0083925	-	-	-
40	Degreaser - Heavy Duty	A1,A4	6 oz.	14.75	59	HIL0084025	-	-	-
41	Degreaser - Light Duty	A1,A4	3 oz.	29	115	HIL0084125	-	-	-
42	Robusto - Lavender Fragrance Neutral Cleaner	-	2 oz.	43	172	HIL0084225	-	-	-
43	Q.T.® 3 - Hard Surface Cleaner Disinfectant	-	1 oz.	85	341	HIL0084325	-	-	-
44	Clean Scrub HD Low Foaming Floor Cleaner	-	.5 oz.	170	679	HIL0084425	-	-	-



PO Box 909
St. Joseph, MO 64502
www.hillyard.com

An Example* ***Risk Management Program***

**This is an EXAMPLE of a Risk Management Program and should neither be interpreted as being comprehensive nor complete. It should not be interpreted as meeting any or all of the requirements of a comprehensive risk management program. It is meant to be a general example of the requirements of a Risk Management Program only. A comprehensive and complete Risk Management Program must be developed in conjunction with the organization's insurance carrier(s) and legal representatives and be administered by the organization's Risk Management Department.*

A Risk Management Program attempts to eliminate or reduce the detrimental effects of those risks that cannot be avoided while continuously seeking ways beyond insurance to manage, prevent and minimize risk.

The goal of risk management should be threefold:

1. To create a safe school environment
2. To prevent catastrophic financial losses
3. To provide budgetary stability

1. Risk Management

- 1.1. The risk management process must be used to identify hazards and to assess and control risks associated with activities.
- 1.2. The risk management process involves
 - 1.2.1. identification of hazards (possible sources of injury or disease)
 - 1.2.2. assessment of risks (what is the likelihood and consequence of injury);
 - 1.2.3. control of risks (determine action to eliminate or minimize the risks)
 - 1.2.4. review of outcomes (evaluate effectiveness of control measures).
- 1.3. The risk management process will assist those responsible for program administration and oversight to make considered decisions in order to meet the basic requirements of “due diligence”.
- 1.4. The risk management process should be undertaken and reviewed at least annually. It should also be undertaken when new staff, students, equipment or tasks are introduced. The process should be reviewed to ensure that all potential hazards were identified and risks involved were accurately assessed. Control measures should also be reviewed to evaluate their effectiveness and ensure that no additional hazards have been created by these control measures.

2. Identification of Hazards

- 2.1. Responsible site personnel or committee(s) should be assigned specifically to identify potential hazards and assess the associated risks within each department at each site. Potential hazards include but are not limited to:
 - 2.1.1. mechanical energy (contact with moving machinery parts causing entanglement, friction or abrasion, cutting, shear, stabbing or puncture, impact or crushing)
 - 2.1.2. gravity (falling objects, tripping/falling) access/egress (slips, trips, falls, moving objects/equipment, obstructions and projections)
 - 2.1.3. handling and lifting (large/heavy materials, equipment, student projects)
 - 2.1.4. chemicals (toxic, irritant, flammable, corrosive, explosive)
 - 2.1.5. inhalation of atmospheric contaminants (mists, fumes, vapors and dust)
 - 2.1.6. electricity (shocks, burns)
 - 2.1.7. thermal energy (spills and splashes of hot matter)
 - 2.1.8. temperature extremes (the effects of heat and cold)
 - 2.1.9. visual (inadequate lighting)

- 2.1.10. kinetic energy (projectiles, penetrating objects)
 - 2.1.11. pressure (explosion, compressed air risks)
 - 2.1.12. radiation (ultraviolet, arc flashes, microwaves, lasers)
 - 2.1.13. biological matter (infections materials, micro-organisms)
 - 2.1.14. vibration (hands, whole body)
 - 2.1.15. suffocation
 - 2.1.16. housekeeping (storage, combustibles)
 - 2.1.17. hygiene (amenities, first aid)
 - 2.1.18. noise.
- 2.2. Methods of hazard identification may include:
- 2.2.1. a survey of the work area conducted by teachers, members of the school's health and safety committee, the designated risk management officer, or by other responsible school staff using observation and/or a hazard checklist
 - 2.2.2. consultation with other staff
 - 2.2.3. analysis of incident, accident or injury data collected
 - 2.2.4. studying material safety data sheets and product labels
 - 2.2.5. consultation with other personnel or information sources including the Health and Safety Representative, the department's Occupational Health and Safety Adviser, external consultants (unions industry/professional associations, and manufacturers' instructions.
- 2.3. Identification of hazards should be undertaken for each work area.
3. **Risk Assessment**
- 3.1. Leaders must examine activities related to the work processes and materials and equipment to be used to identify and assess potential hazards.
 - 3.2. The following factors will affect the level of risk involved:
 - 3.2.1. the **probability** of a hazardous situation occurring (how often and for how long are persons exposed to potentially hazardous situations you've identified)
 - 3.2.2. the **consequence** and/or severity of a potential hazardous event or situation (i.e. fatality, major, minor or negligible injuries)
 - 3.2.3. the appropriateness of the activity for individuals' capabilities
 - 3.2.4. the leader's qualifications and/or experience
 - 3.2.5. the characteristics of the individual's involved
 - 3.2.6. the characteristics of the physical environment
 - 3.2.7. ☐ the level of supervision,
 - 3.2.7.1. **Important:** Be very careful about judging anything as improbable. This should be reserved for very rare situations.

- 3.3. The probability of accidents occurring can range from frequent to improbable. The consequences of accidents can be fatal in one extreme to negligible resulting injuries at the other end of the scale. A risk table can be used to **assess the level of risk for each identified hazard**. Remember that the factors outlined in section 3.2 (above) will affect the level of risk.

Probability	Consequence			
	Fatal	Major	Minor	Negligible
<i>Frequent</i>	Very High	High	Medium	Low
<i>Probable</i>	Very High	High	Medium	Low
<i>Possible</i>	Very High	High	Medium	Low
<i>Remote</i>	Very High	High	Medium	Low
<i>Improbable</i>	Very High	High	Medium	Low

4. Risk Control

- 4.1. Measures to eliminate or minimize the risk of injury or disease should be considered in the following order:
- 4.1.1. elimination of hazard at the source
 - 4.1.2. substitution (replace with less hazardous equipment or substances);
 - 4.1.3. isolation (provision of a barrier between the hazard and person(s) at risk)
 - 4.1.4. engineering (modifying equipment, provision of mechanical ventilation)
 - 4.1.5. safe work practices (including provision of training where necessary)
 - 4.1.6. administration (reducing the person's exposure to hazard)
 - 4.1.7. use of personal protective equipment.
 - 4.1.8. Where possible the risk of injury and disease should be controlled through elimination, substitution, engineering or isolation. These control measures remove, reduce or minimize risk in a more reliable and permanent manner than safe work practices, administration or personal protective equipment.
 - 4.1.9. In many instances, a combination of risk control measures is appropriate.
 - 4.1.10. District risk managers should ensure that safe work practices which are developed and implemented are documented for future reference.
- 4.2. Personal protective equipment should be used
- 4.2.1. where other methods of control are not practicable in the circumstances
 - 4.2.2. to complement existing measures
 - 4.2.3. as an immediate response to protect persons pending a more effective solution.
- 4.3. Personal protective equipment provided by the school must be functionally and hygienically maintained, worn correctly and replaced when necessary.

- 4.4. Appropriate training/information for correct use and maintenance requirements should be provided prior to the use of personal protective equipment. Refer to Section 12 for clothing and personal protective equipment requirements.
- 4.5. Factors which determine the practicability of control measures include
 - 4.5.1. the nature of work or work process
 - 4.5.2. the likely severity of any potential injury or disease;
 - 4.5.3. knowledge about the injury or disease related to the work or process
 - 4.5.4. effectiveness of control measures to prevent injury or disease
 - 4.5.5. availability and suitability of methods to prevent, remove or mitigate causes of injuries or diseases
 - 4.5.6. whether the costs of preventing, removing or mitigating that injury or disease are prohibitive in the circumstances.
- 4.6. The degree of risk in a particular activity or environment should be considered in relation to the cost and practicality of measures required to control the risk. The greater the risk, the more reasonable it is to expect that it is eliminated or reduced to an acceptable level.
- 4.7. District risk managers and supervisors should be notified when the risk assessment process identifies a hazard that cannot be reduced to an acceptable level. In this case the school should implement short-term control measures (e.g. not using the equipment, facilities or process). Proposed long-term control measures should be referred to the appropriate district maintenance supervisor for consideration.

5. Monitoring and Review

- 5.1. The process should be reviewed to ensure that all potential hazards were identified and risks were assessed accurately.
- 5.2. The control measures should also be assessed to determine their effectiveness and ensure additional hazards have not been created by their implementation.
- 5.3. Hazard identification, risk assessment and control is an ongoing process which should include regular reviews of the safety of equipment, hazardous substances and systems of work. This is particularly important when changes to the workplace environment, materials, equipment, processes or the users occur.

6. Provision of Information

- 6.1. District risk managers must ensure the department's health and safety objectives are communicated to all staff and visitors.

7. Allocation of Responsibilities

- 7.1. District risk managers must ensure staff are aware of and fulfill delegated specific workplace health and safety responsibilities.

8. Purchasing Goods

- 8.1. Potential health and safety issues must be considered at the selection stage of the purchasing process to ensure that substances, equipment or services purchased will not lead to an unacceptable risk of injury or adverse health affects.
 - 8.1.1. Goods and services should be assessed for potential risks associated with
 - 8.1.1.1. manual handling hazards
 - 8.1.1.2. chemical hazards
 - 8.1.1.3. mechanical hazards
 - 8.1.1.4. electrical hazards
 - 8.1.1.5. production hazards (e.g. repetitive motion injury)
 - 8.1.1.6. storage hazards
 - 8.1.1.7. disposal hazards
 - 8.1.1.8. other hazards (excessive noise, vibration, radiation etc.).

9. Hazardous Substances

- 9.1. District risk managers must ensure:
 - 9.1.1. a binder containing Material Safety Data Sheets (MSDS) which are available from suppliers and manufacturers is maintained in each workplace
 - 9.1.1.1. an MSDS inventory sheet listing all MSDS that should be found in the binder is in the front of each binder
 - 9.1.2. hazardous substances are appropriately labeled
 - 9.1.3. hazardous substances are appropriately stored
 - 9.1.3.1. flammables storage cabinets are provided and maintained in appropriate locations
 - 9.1.4. appropriate National Fire Protection Association (NFPA) labels are displayed as necessary and contain the necessary and correct information
 - 9.1.5. advice on hazardous substances is sought from appropriate Federal, State, County or local agencies or district safety personnel as required.

10. Plant and Equipment

- 10.1. Plant and equipment must be maintained in safe working order (refer to relevant standards and manufacturer's instructions).
- 10.2. District risk managers should ensure:
 - 10.2.1. where maintenance is conducted under contract, the conditions should state defined standards (e.g. legislative requirements and standards)
 - 10.2.2. regular checks are made of equipment.

11. Managing Contractors

- 11.1. It is common for school districts to use contractors (eg. plumbers, electricians, carpet repairers, pest controllers and others) to undertake specific tasks at their schools. Tasks can range from minor repairs and maintenance to major repairs, maintenance refurbishments or new construction. The district has overall responsibility to ensure the health and safety of all persons at their schools. This extends to ensuring that any contractor employed in the workplace is using reasonable care to avoid reasonably foreseeable risk of injury or damage. It is clearly up to the district risk managers to ensure that contractors are protecting their own health and safety, in addition to that of all employees and third parties in the workplace. **District risk managers should not assume** that once a contractor is engaged to perform a task, the contractor and his/her employees have the responsibility for managing health and safety risks associated with that task.
- 11.2. When engaging contractors district risk managers can fulfill their responsibilities by:
 - 11.2.1. **ensuring contractors understand and agree to comply with their OSHA obligations** as part of the job before they are engaged
 - 11.2.2. **meeting with the contractor** before the start of work to plan when the work will be done and agree on other necessary safety measures and procedures. (**Never assume the contractor will do what is required to complete the job safely in your workplace**)
 - 11.2.3. **jointly developing a safety plan** ie. safety measures and procedures documented in bullet-point form to **ensure both parties are clear on how the work will be undertaken to minimize risks** (this is recommended especially for high risk or complex tasks)
 - 11.2.4. **monitoring and supervising the work** to ensure that the safety measures and procedures detailed in the contract or safety plan are being met
 - 11.2.5. at any critical stages of work **asking the contractor to confirm that safety measures and procedures agreed on are being met**
 - 11.2.6. **documenting all meetings and discussions** with your contractor relating to safety.
- 11.3. The level of monitoring and supervision will depend on such factors as:
 - 11.3.1. complexity of the tasks
 - 11.3.2. the level of risk
 - 11.3.3. location of work
 - 11.3.4. interaction with other parties (departmental employees, other contractors or third parties).

12. Clothing and Personal Protective Equipment Requirements

12.1. Supervisors should ensure employees wear suitable protective clothing and equipment when these are required for potentially hazardous tasks.

12.1.1. OSHA's guidelines for personal protective equipment state that PPE shall be appropriate to the situation and may include:

- 12.1.1.1. wearing covered footwear with soles and uppers in good condition
- 12.1.1.2. **not** wearing loose clothing, jewelry or other ornaments that could become entangled on moving equipment or catch on stationary objects
- 12.1.1.3. wearing caps or hairnets to contain long hair and eliminate entanglement hazards
- 12.1.1.4. wearing other appropriate equipment to eliminate the risk of injury e.g. gloves, safety goggles, face shields, shoe covers, dust masks or NIOSH approved respirators.

13. Employee Training

13.1. Employees should be provided with orientation training that includes Bloodborne Pathogens Training & Hazard Communication Training (at or before the time of initial assignment), and other appropriate job-related and health and safety specific training.

14. Accidents—Reporting and Investigation

14.1. Schools must implement a system to ensure accidents and incidents are recorded, reported and investigated

14.1.1. Liability insurance and/or Workman's Compensation carriers have several options for accident reporting, recording and investigating and it is normal practice for these insurance carriers to require the use of their program.

15. Emergency Procedures

15.1. Schools must develop emergency first aid procedures and evacuation plans.

16. Schools must be in compliance with Federal, State, County and Local Municipality laws and ordinances. For this reason, it is recommended that any Risk Management Program be designed in conjunction with risk management professionals, district insurance providers and legal representatives.

Included is a selection of self-inspection worksheets. This is by no means a complete list of all inspections that need to be performed routinely. Consultation with risk management professionals, district insurance carriers and legal representatives is strongly recommended.