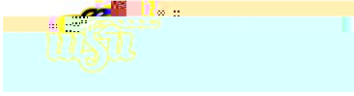
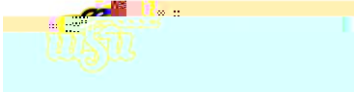


PROFESSIONAL SERVICES AGREEMENT

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



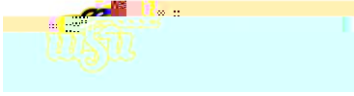
2.3. COMPANY may terminate this Agreement following written notice of intent to terminate to WSU and expiration of a fifteen (15) business day right to cure period in the event WSU fails to deliver the



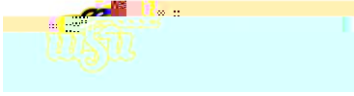
of the other Party. COMPANY shall receive no compensation except that set forth in this Agreement and COMPANY shall not be entitled to any of the benefits, perquisites or emoluments of employment normally provided to WSU employees.

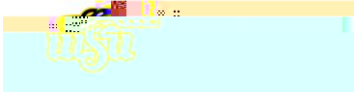
6. Qualifications; Key Personnel; Subcontracting.

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



14. Licenses, Registrations and Permits. COMPANY warrants, represents, and agrees that COMPANY and all individuals and subcontractors assigned to provide Services will obtain and maintain, at COMPANY's own cost, any and all approvals, licenses, filings, registrations and permits required by Applicable Laws for the performance of the Services for the duration of this Agreement. This includes, but is not limited to, those licenses and permits required by the City of Wichita, Kansas, set forth in the City of Wichita Municipal Code,





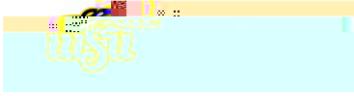
With a copy to:

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

With a copy to:

[optional]

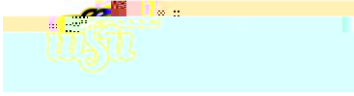
25. Use of Marks, Logos and Marketing. COMPANY shall not use the name, logos, insignias or trademarks of WSU, any affiliates of WSU, or any project member, in any publicity, advertising, promotional materials, news release or websites except as set forth in this Agreement or as 9024 578/Fs000912 0 612 792 reW*ñBT/F3 11.04 Tf1 0 0 1



interests and entitlements hereunder. This Agreement and all rights, privileges and licenses granted hereunder may be assigned by WSU to WSU subsidiaries and WSU supporting organizations. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, legal representatives and assigns.

34. State of Kansas Terms. The provisions found in the Contractual Provisions Attachment (Form DA-146a – as modified by WSU), which can be accessed at: <https://www.wichita.edu/administration/generalcounsel/DA-146a.php>, are hereby incorporated into this Agreement and a made part thereof. Any conflict between this Agreement and Form DA-146a shall be governed by Form DA-146a unless expressly stated otherwise herein. WSU may change the Contractual Provisions Attachment at any time in its sole discretion. Such changes shall be effective upon posting of such updates to the web address listed herein. Contractor is responsible for periodically visiting the Contractual Provisions Attachment webpage to review changes, if any.
35. Counterparts/Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via “wet” signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.
36. Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the Parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the Parties, whether oral or written, relating to the subject matter of this Agreement, not-withstanding, any non-disclosure or confidentiality agreements directly relating to the SOW.

[signature page to follow]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures.

WICHITA STATE UNIVERSITY

PINNACLE FIRE & AUTOMATION, LLC

SIGNATURE

SIGNATURE

PRINTED NAME

Tiffini Brown

PRINTED NAME

TITLE

Office Administrator

TITLE

DATE

8/13/2024

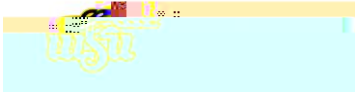
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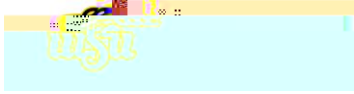
316-978-3285
gc.contracts@wichita.edu

CONTACT INFORMATION (PHONE, E-MAIL)

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

CONTACT INFORMATION (PHONE, E-MAIL)

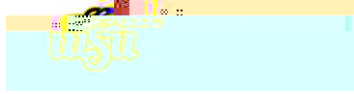




**WICHITA STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)**

RFP Number: B0001855

RFP Issuance Date:



ATTACHMENT 4: ADDITIONAL CONTRACT PROVISIONS SPECIFIC TO THIS RFP

Proposal, the following additional contractual terms that are specific to this RFP:

4.1 Experience: All bidders must have a minimum of three (3) years active participation in the inspection, testing, and maintenance of fire alarm systems. Qualified personnel shall include, but not limited to, one or more of the following:

- a) Personnel who are factory trained and certified for fire alarm system service of the specific type and brand of system.
- b) Personnel who are certified by a nationally recognized fire alarm certification organization acceptable to the authority having jurisdiction
- c) Personnel who are registered, licensed, or certified by a state or local authority
- d) Personnel who are employed and qualified by an organization listed by a nationally recognized testing laboratory for the servicing of fire alarm systems

4.2 Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed. If Bidder cannot meet this requirement, provide a written explanation as to why. Inability to meet this requirement is not necessarily grounds for disqualification and such determination will be made within the sole discretion of WSU.

4.3 Payment Terms: Unless otherwise agreed to in writing by WSU and Bidder, pursuant to the Kansas Prompt Payment Act (K.S.A. 75-6403(b)), all payment terms are Net 30 days from the date the goods are delivered and finally accepted by WSU. If the 30th day falls on a weekend, legal holiday, or WSU holiday, WSU shall have until the next business day to make payment.

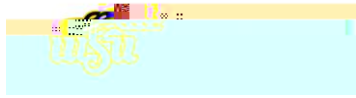
4.4 Vendor Contracts: Bidder shall include an editable Word version copy of any proposed terms and conditions applicable to this purchase.

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

4.6 Materials and Workmanship: Bidders shall perform all work and furnish all supplies and materials, specialty tools; laptop computer, hardware, various materials (test smoke, heat gun, ladders, lifts, etc.), facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions of the contract.

partial delivery date. WSU reserves the right to cancel the order and receive a return of any prepaid fees if the updated delivery time is unsatisfactory.

4.8 Warranty and Acceptance: By submitting a bid, Bidders expressly warrant that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by WSU, (2) be fit and sufficient for the purpose





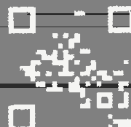
6.4.6 Alarm System Checks:

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



RFP Number: B0001855

Ablah Library	3 rd Shift -- Due in October	\$1,556.00
XXXXXXXXXX	3rd Shift -- Due in October	\$661.00
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Ahlberg Hall	3 rd Shift -- Due in October	\$1,345.00
Aviation Testing Lab	3 rd Shift -- Due in October	\$431.00
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Beggs Hall	3 rd Shift -- Due in October	\$818.00
Brennan 1	3 rd Shift -- Due in October	\$729.00
XXXXXXXXXX	3rd Shift -- Due in October	\$891.00
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Brennan 3	3 rd Shift -- Due in October	\$848.00
Central Power Plant	3 rd Shift -- Due in October	\$198.00
Child Development	3 rd Shift -- Due in October	\$445.00
Corbin Education	3 rd Shift -- Due in October	\$367.00
Devlin Hall	3 rd Shift -- Due in October	\$435.00
XXXXXXXXXX	3rd Shift -- Due in October	\$1,141.00
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INNACLE
FIRE & AUTOMATION

McKinley Hall	3 rd Shift -- Due in October	\$2,089.00
McKnight Art Center	1 st Shift -- Due in October	\$967.00
Media Resource	3 rd Shift -- Due in October	\$620.00
Metro Complex	3 rd Shift -- Due in October	\$1,079.00
Morrison Hall	3 rd Shift -- Due in October	\$509.00
Neff Hall	3 rd Shift -- Due in October	\$652.00
NIRDT	3 rd Shift -- Due in October	\$655.00
NIAR	3 rd Shift -- Due in October	\$879.00
NIAR Crash Lab	3 rd Shift -- Due in October	\$338.00
	3 rd	

Total: \$39,902.00

management@pinnacle-fire.com
 www.pinnacle-fire.com
 329 N. Waco Wichita_Ks 67202



RFP Number: B0001855

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

Total: \$9,817.00



✉ management@pinnacle-fire.com

🌐 www.pinnacle-fire.com

329 N Waco Wichita, Ks 67202

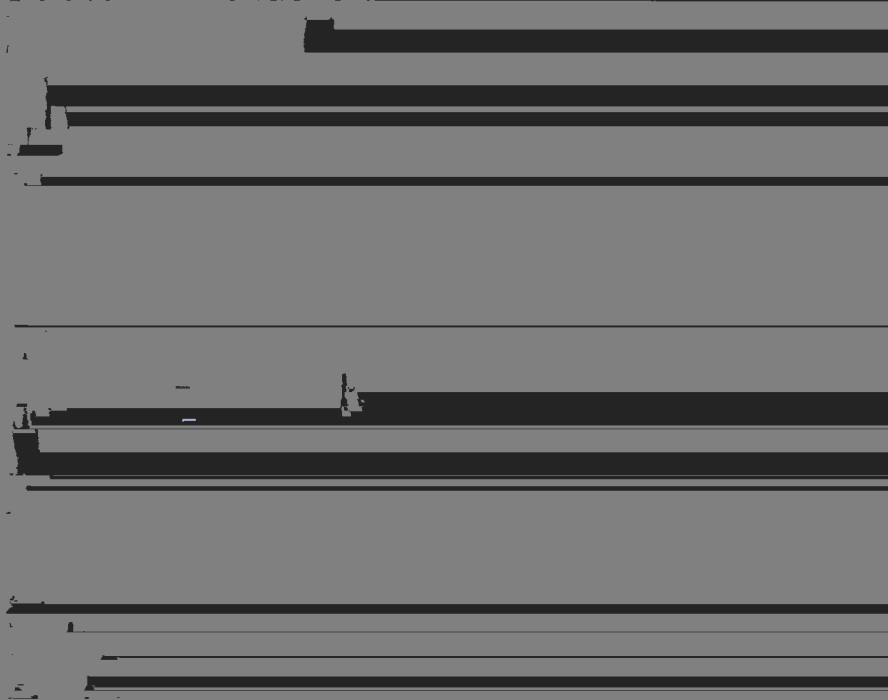
1008 E 17th Suite 7 Hays, Ks 67601

NICET CERTIFIED TECHNICIANS

Chris Brown – Level IV Fire Protection Engineering Technology

Jared Brown – Level IV Fire Protection Engineering Technology

Frank Brown – Level IV Fire Protection Engineering Technology



Jack Duffinberger – Level II Fire Protection Engineering Technology

Company

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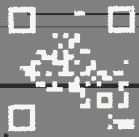
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1008 E 17th Suite 7 Hays, Ks 67601