



FORT HAYS STATE UNIVERSITY

Forward thinking. World ready.

Request for Proposal (RFP) 12014

Replaces Contract: New FHSU Contract

Date Posted: December 19, 2011

Questions Deadline: Monday, January 9, 2012, 4:30 p.m.

Closing Date: Wednesday, February 1, 2012, 4:30 p.m. (no extensions granted)

Mail to: Fort Hays State University Purchasing Office
601 Park Street, Sheridan Hall 318, Hays, KS 67601

Telephone: 785-628-4251

Fax: 785-628-4046

E-Mail Address: purchasing@fhsu.edu

Web Address: <http://www.fhsu.edu/purchasing/bids/>

Item: Develop On-line Animated Courses with Simulation and Assessments

Agency: Fort Hays State University (FHSU)

Location(s): Hays, KS

Term of Contract: Date of Award through May 15, 2013 or upon completion

Questions/Addenda - No pre-proposal conference is scheduled for this RFP. Questions and requests for clarification of the RFP must be submitted by email to the attention of the FHSU Purchasing Director at purchasing@fhsu.edu by **Monday, January 9, 2012, at 4:30 p.m.** Each question or clarification should reference the appropriate RFP section. NOTE: An addendum will be posted on the Purchasing website answering questions submitted.

Failure to notify the FHSU Purchasing Director of any conflicts or ambiguities in this RFP may result in items being resolved in the best interest of FHSU. Any modification to this RFP shall be made in writing by addendum and posted on the Purchasing website, <http://www.fhsu.edu/purchasing/bids/>. Only written communications are binding.

Answers to questions will be available in the form of an addendum on the FHSU Purchasing website.

It shall be the responsibility of all participating vendors to acquire any and all addenda and additional information as it is made available from the web site cited above. Vendors are required to check the web site periodically for any additional information or instructions.

READ THIS REQUEST CAREFULLY

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 contract number and be directed to the Fort Hays State University Purchasing Office. Return in a sealed envelope or other container only the signature page and bid forms not later than the closing date indicated above. Retain the remaining documents for reference.

It is the vendor's responsibility to monitor the FHSU Purchasing website on a regular basis for any changes/addenda: <http://www.fhsu.edu/purchasing/bids/>.

SIGNATURE SHEET

Item: Develop On-line Animated Courses with Simulation and Assessments

Agency: Fort Hays State University

Questions Deadline: Monday, January 9, 2012, 4:30 p.m.

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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 _____

Mailing Address _____

City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Fax _____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the FHSU Purchasing Office at a later date.

E-Mail _____

Signature _____ Date _____

Typed Name of Signature _____ Title _____

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

Bidding Process Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

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

Award Contact Name _____

Mailing Address _____ City & State _____ Zip _____

Toll Free Telephone _____ Local _____ Cell: _____ Fax _____

E-Mail _____

Fort Hays State University may use the Procurement Card (P-Card) for contract purchases.

Yes ____ No ____ (Refusal will not be a determining factor in award of this contract.)

**Fort Hays State University
Purchasing Office
Supplier Diversity Survey Form**

Why is the Purchasing Office requesting this information?

Current statutes governing the activities of the Fort Hays State University Purchasing Office do not include preferences or set-asides for Small Business Enterprises (SBEs). The Purchasing Office is interested in determining to what extent purchase orders and contracts are awarded to SBEs under existing work efforts. **Please Note:** You must submit this form with each bid opportunity.

Persons or concerns wishing to receive a Purchase Order or Contract Award resulting from this bid opportunity must provide the information contained in this document before the award is made. To help expedite this procurement, it is requested that you submit this form with your bid.

COMPANY DATA

Legal Company Name _____

Doing Business As (if applicable) _____

Federal Tax ID Number / FEIN _____

Diversity Program Contact Name _____ Title _____

Phone Number _____ Fax Number _____

E-Mail Address _____ Company Web _____

Address _____

City _____ State _____ Zip Code _____

Legal Structure: ☐ Corporation ☐ Partnership ☐ Non-Profit ☐ Sole Proprietorship ☐ LLC

Signature _____ Date: _____

COMPANY DIVERSITY DATA

(A) Business Classification (See Appendix A for definitions):

Is your business a **Small Business Enterprise (SBE)** as defined by the SBA?

☐ Yes ☐ No ☐ Don't Know

Check all that Apply: ☐ Disabled (DIS) ☐ SBA-Small Disadvantage Business (SDB)

☐ Veteran-Owned (VBE) ☐ Women-Owned (WBE) ☐ Service-Disabled Veterans-Owned (DVBE)

☐ African American ☐ Native American ☐ Minority-Owned Business Enterprise (MBE)

☐ Hispanic American ☐ Asian Pacific American ☐ Disadvantaged Business Enterprise (DBE)

☐ Asian Subcontinent American ☐ Other: _____

(B) Has your Business Classification Status been certified by a state, municipal, federal or other certifying agency?

☐ No ☐ Yes Certifying Entity: _____

Other State of Kansas Resources for Small Business Enterprises (SBE)

Kansas Department of Commerce
Office of Minority/Women Business Development
<http://www.kansascommerce.com/IndexPages/Pgm01.aspx?rscld=996008588532>

**Fort Hays State University
Purchasing Office
Supplier Diversity Survey Form**

**Appendix A
Definition of Terms**

Small Business Enterprise / Concern (SBE)

SBEs are businesses that do not exceed the size standard for the product or service it is providing as measured by its employment and/or business receipts in accordance with the U.S. SBA numerical size standards. These standards are defined as FAR 52.219-8, 13 CFR Part 121 and 13 CFR 121.410.

Disadvantaged Business Enterprise (DBE)

DBEs are defined as a business which are (a) owned by socially disadvantaged individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities; or (b) owned by economically disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished opportunities to obtain capital and credit as compared to others in the same line of business who are not socially disadvantaged.

Disabled Business Enterprise (DIS)

DIS businesses are at least 51% owned and controlled by one or more U.S. citizens who has a physical or mental impairment which substantially limits one or more of such person's major life activities.

Small Disadvantage Business Concern (SDB)

SDB businesses are certified by the SBA as meeting the following criteria: (1) they are small business concern and (2) must be at least 51% owned and controlled by one or more U.S. citizens who are socially and economically disadvantaged. African Americans, Asian Pacific Americans, Asian Subcontinent Americans, Hispanic Americans and Native Americans are presumed to qualify as being socially disadvantaged. Other individuals can qualify if they show by a preponderance of the evidence that they are socially disadvantaged. In addition, the personal net worth of each eligible owner applicant must be less than \$750,000, excluding the values of the applicant's ownership interest in the business seeking certification and the owner's primary residence. Successful applicants must also meet applicable size standards for small businesses in their industry. SDB regulations can be found in FAR 52.219-8 and 13 CFR parts 121 & 124.

Veterans-Owned Business Concern (VBE)

VBE businesses are at least 51% owned and controlled by one or more U.S. citizens who are Veterans of the U.S. Armed Forces. In the case of any publicly owned business, at least 51% of the stock is owned by one or more veterans and one or more veterans must control the management and daily business operation. The term "Veteran" means a person who served in the active military, naval or air service and who was discharged or released there from under conditions other than dishonorable. VBE regulations can be found in FAR 52.219-9 & 38 USC 101 (2).

Service-Disabled Veterans-Owned Business Concern (DVBE)

DVBE businesses are at least 51% owned and controlled by one or more U.S. citizens who are service-disabled Veterans of the U.S. Armed Forces. In the case of any publicly owned business, at least 51% of the stock is owned by one or more service-disabled veterans and one or more veterans must control the management and daily business operation. The term "Veteran" means a person who served in the active military, naval or air service and who was discharged or released there from under conditions other than dishonorable. The term "Service-Disabled" means a veteran of the U.S. Military Service has a service-connected disability with a disability rating of 0%-100%. In the case of permanent or severe disability, the spouse of caregiver of such a service-disabled veteran may control the management and daily operations. DVBE regulations can be found in FAR 52.219-9 & 38 USC 101 (2) & USC 101 (16).

Women-Owned Business Concern (WBE)

WBE businesses are at least 51% owned and controlled by one or more U.S. citizens who are female gender. In the case of any publicly owned business, at least 51% of the stock is owned by one or more women and one or more women must control the management and daily business operations. For Federal contracting regulations see FAR 52-219-8.

Minority-Owned Business Enterprise (MBE)

MBE businesses are at least 51% owned and controlled by one or more U.S. citizens belonging to certain ethnic minority groups. In the case of any publicly owned business, at least 51 % of the stock is owned by one or more minorities, and one or more minorities must control the management and daily business operations. "Ethnic Minority Groups" are people of Asian Pacific American, Asian Subcontinent American, African American, Hispanic American and Native American descent.

- **African Americans:** People whose origins lay in any of the Black racial groups of Africa.
- **Asian Pacific Americans:** People whose origins lay in Brunei, Burma, China, Guam, Indonesia, Japan, Kampuchea (Cambodia), Korea, Laos, Malaysia, Northern Mariana Islands, Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau (U.S. Trust Territory of the Pacific Islands), the Philippines, Samoa, Singapore, Taiwan, Thailand and Vietnam.
- **Asian Subcontinent Americans:** People whose origins lay in Bangladesh, Bhutan, India, Pakistan, Sri Lanka or Nepal.
- **Hispanic Americans:** People whose origins are in the South and Central America, Mexico, Puerto Rico, Cuba or the Iberian Peninsula (including Portugal).
- **Native Americans:** American Indians, Inuit (Eskimos), Aleuts, and native Hawaiians of Polynesian ancestry.

Date of Last Update: March, 2007

TAX CLEARANCE

Fort Hays State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 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 vendor'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.htm> 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 wasn't issued

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

***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.*

A copy of the Certification of Tax Clearance form received from the Kansas Department of Revenue should be sent along with the bid response(s) to:

Fort Hays State University
Purchasing Office
601 Park Street, Sheridan Hall 318
Hays, KS 67601

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

Information about Tax Registration can be found at the following website:

<http://www.ksrevenue.org/busregistration.htm>

The FHSU 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 FHSU 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 FHSU 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 FHSU 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.

Signature, Title of Contractor

Date

VENDOR 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. Vendors are instructed to utilize this list **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.

One (1) original and five (5) copies of the technical and cost proposals, including the following documents:

	Pages
_____ Signature Sheet	2
_____ Provide a copy of the Tax Clearance Certificate received from the Kansas Department of Revenue.	5
_____ Sign and return the Certification Regarding Immigration Reform & Control form	6
_____ Specifications, Section 4	21 – 26
_____ Technical Proposal, Section 5	27 - 28
_____ Cost Proposal, Section 6	29
_____ State of Kansas Contractual Provisions Attachment, DA-146a	30
_____ Appendix A, FHSU Virtual College Course Development Checklist	31 - 32

Questions/Addenda - No pre-proposal conference is scheduled for this RFP. **Questions and requests for clarification of the RFP must be submitted by email to the attention of the FHSU Purchasing Director at purchasing@fhsu.edu by Monday, January 9, 2012, 4:30 p.m.** Each question or clarification should reference the appropriate RFP section.

Vendor's bid response must be submitted no later than 4:30 p.m., Central Standard Time, on or before Wednesday, February 1, 2012. All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

Section I INSTRUCTIONS

1. **Proposal Reference Number:** The RFP number, indicated in the header of this page, 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 Fort Hays State University Purchasing Office reflected on Page 1 of this proposal. There shall be no communication with any other University employee regarding this RFP except with designated University participants in attendance **ONLY DURING:**

Negotiations
Contract Signing
as otherwise specified in this RFP.

Violations of this provision by vendor or Fort Hays State University 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) consisting of the following entities (or their designees):

FHSU Controller or their designee;
FHSU Director of Purchasing or their designee; and
Member of Requesting Department

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

Vendors selected to participate in negotiations may be given an opportunity to submit a revised proposal and/or their revised offer to the PNC. Prior to a specified cut-off time for revised offers, vendors may submit revisions to their technical and cost proposals. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's 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 vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.
5. **Tax Clearance.** Fort Hays State University strongly supports the State of Kansas Tax Clearance Process. Vendors submitting bids or proposals which exceed \$25,000 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 vendor's bid or proposal. Tax Clearances may be obtained at the following website: <http://www.ksrevenue.org/taxclearance.htm>.
6. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

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

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

7. **Signature of Proposals:** Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the vendor's tax number.
8. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Only the FHSU Purchasing Office shall issue changes to this RFP, which will be in writing.
9. **Modification of Proposals:** A vendor may modify a proposal by letter or by FAX transmission 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 from the vendor to the FHSU Purchasing Office prior to the closing date.
11. **New Vendors:** Vendors who are new to the university should complete a vendor registration form found at: <http://www.fhsu.edu/purchasing/Vendor-Registration-Form>. A copy of the vendor's W-9 should also be submitted with your bid: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>.
12. **Competition:** The purpose of this RFP is to seek competition. The vendor shall advise the FHSU 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 FHSU Purchasing Office no later than five (5) business days prior to the bid closing date. The FHSU Purchasing Director reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.
13. **Evaluation of Proposals:** Award shall be made in the best interest of the University as determined by the Procurement Negotiating Committee or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:
 - Cost. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The University reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
 - Adequacy and completeness of proposal
 - Vendor'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
14. **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.

15. **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 FHSU Purchasing Office by sending (do not include with bid):

- A check for \$3.00, payable to the Fort Hays State University
- A self-addressed, stamped envelope
- Contract Proposal Number

Send to:

Fort Hays State University
Purchasing Office
601 Park Street Sheridan Hall Rm 318
Hays, KS 67601

Copies of individual proposals may be obtained under the Kansas Open Records Act by calling 785-628-4251 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

16. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of Fort Hays State University. The **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. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost 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 vendor'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 vendor shall provide detailed written documentation justifying why this material should be considered "Proprietary". The FHSU Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

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

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

Section 2 PROPOSAL RESPONSE

1. **Submission of Proposals:** Vendor's proposal shall consist of:
 - One (1) original and ten (10) copies of the Technical Proposal (electronic / software version(s) of the technical proposal provided on a thumb/flash drive, CD, or on a secure web site);
 - One (1) original and three (3) copies of the Cost Proposal provided in Microsoft® Word, Excel, or a searchable PDF. Technical and cost responses shall be submitted on separate media;
 - Tax Clearance Certificate (see page 5 for details).

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the RFP number and closing date.

Vendor's proposal, sealed securely in an envelope or other container, shall be received no later than 4:30 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

Fort Hays State University
Purchasing Office
Proposal # *(Indicated on Page 1)*
Closing Date: *(Indicated on Page 1)*
601 Park Street Sheridan Hall Rm 318
Hays, KS 67601

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

It is the vendor'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:** Vendors are instructed to prepare their Technical Proposal following the same sequence as this RFP.
3. **Transmittal Letter:** All bidders shall respond to the following statements:
 - (a) the vendor is the prime contractor and identifying all subcontractors;
 - (b) the vendor is a corporation or other legal entity;
 - (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
 - (d) the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
 - (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
 - (f) the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
 - (g) 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;

- (h) whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting 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 vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the University;
 - (i) vendor 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 University payments to Contractor; and
 - (j) the vendor 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 vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.
- 4. **Vendor Information:** The vendor must include a narrative of the vendor'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) physical, human, and monetary resources assigned to this project and the extent they are dedicated to other matters;
 - (e) organizational chart;
 - (f) financial statement may be required.
- 5. **Qualifications:** A description of the vendor's qualifications and experience providing the requested or comparable service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the bid. The vendor must be an individual or established firm that can demonstrate or who has performed this work and recognized for the capacity to perform. The vendor must have sufficient personnel to meet the deadlines specified in the RFP.
 - Name of Company, if applicable.
 - Contact Name
 - Mailing Address
 - Email
 - Phone Number
 - Fax Number
 - Website Address
- 6. **References:** Provide three (3) references who have purchased comparable items or services from the vendor in the last three (3) years. References shall show firm name, contact person, address, e-mail address and phone number. Vendor employees and Fort Hays State University personnel shall not be shown as references.
- 7. **Timeline:** A detailed timeline for implementing services must be submitted with the bid.
- 8. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.
- 9. **Procurement Card (P-Card):** Presently, Fort Hays 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 3 TERMS AND CONDITIONS

1. **Contract Documents:** This RFP and any amendments and the response and any amendments of the Contractor shall be incorporated along with the DA-146a 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:

- Form DA-146a;
 - written modifications to the executed contract;
 - written contract signed by the parties;
 - this RFP including any and all addenda; and
 - Contractor's written proposal submitted in response to this RFP as finalized.
2. **Contract:** The successful vendor will be required to enter into a written contract with the University. The vendor agrees to accept the provisions of form DA-146a (Contractual Provisions Attachment) which is incorporated into all contracts with the University and is attached to this RFP.
 3. **Contract Formation:** No contract shall be considered to have been entered into by the University until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.
 4. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:
Fort Hays State University
Purchasing Office
601 Park Street Sheridan Hall Rm 318
Hays, KS 67601
RE: Bid number see page 1

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

5. **Termination for Cause:** The FHSU Purchasing Director 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; or
 - the Contractor provides substandard quality and/or workmanship;
 - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The FHSU Purchasing Director 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 FHSU may authorize in writing), the FHSU Purchasing Director 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.

9. **Termination for Convenience:** The FHSU Purchasing Director may terminate performance of work under this contract in whole or in part whenever, for any reason, the FHSU Purchasing Director shall determine that the termination is in the best interest of FHSU. In the event that the FHSU Purchasing Director 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.

7. **Debarment of University Contractors:** Any vendor who defaults on delivery or does not perform in a satisfactory manner as defined in this RFP 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.

8. **Rights and Remedies:** If this contract is terminated, FHSU, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to FHSU in the manner and to the extent directed, any completed materials. FHSU 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 FHSU subject to any offset by FHSU for actual damages including loss of state or federal matching funds.

The rights and remedies of FHSU 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 FHSU 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 proposal 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. The Contractor is solely responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply to any subcontractors. Fort Hays State University must approve all subcontractors.

14. **Proof of Insurance:** Upon request, the vendor shall present Certificates of Insurance to the FHSU Purchasing Office evidencing the following coverage during the performance of the Services:

- (a) Worker's Compensation with statutory limits;
- (b) Employers Liability, with a minimum \$1,000,000 limit of liability per occurrence;
- (c) Commercial General Liability, including Contractual Liability coverage, with the following minimum limits of liability: \$1,000,000 per occurrence for Bodily Injury and Property Damage, and \$1,000,000 General Aggregate; and
- (d) Professional Liability in the minimum amount of \$1,000,000 per claim.

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 FHSU and who are providing services involving this contract or services similar in nature to the scope of this contract to the University. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any FHSU employee who has

participated in the making of this contract until at least two years after his/her termination of employment with FHSU.

16. **Confidentiality:** The Contractor may have access to private or confidential data maintained by FHSU and the Colleges to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by FHSU and/or the Colleges promptly at the request of FHSU and/or the Colleges 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 FHSU, 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.
19. **Hold Harmless:** The Contractor shall indemnify FHSU and the Colleges 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.

FHSU 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 the FHSU'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, and Contractor will reimburse FHSU and the Colleges 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 FHSU employee at any time.
22. **Retention of Records:** Unless FHSU 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 FHSU; 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 at no cost to FHSU.

23. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to FHSU 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 FHSU relating to the particular products or services purchased or acquired by FHSU 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 the University.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the University.
26. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party other than the Colleges.
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 Hays, Ellis County, Kansas, unless otherwise specified and agreed upon by FHSU.
30. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Ellis County, unless otherwise specified and agreed upon by FHSU. 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.
31. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.
32. **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.
33. **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.

34. **Injunctions:** Should FHSU 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 the University, vendor shall not be entitled to make or assert claim for damage by reason of said delay.
35. **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.
36. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

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 Fort Hays State University said issue is due to imperfection in material, design, workmanship or contractor fault.

37. **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.
38. **Federal, State and Local Taxes:** Unless otherwise specified, the RFP price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this RFP. **FHSU is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.**

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

39. **Accounts Receivable Set-Off Program:** During the course of this contract if the vendor is found to owe a debt to the State of Kansas, agency payments to the vendor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the vendor. The vendor 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 vendors against debts owed by the vendors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The vendor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

40. **Definitions:** A glossary of common procurement terms used by the State of Kansas is available at <http://da.ks.gov/purch>, under "Purchasing Forms".
41. **Immigration and Reform Control Act of 1986 (IRCA):** 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. 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 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 the University'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 FHSU any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification or like under the contract.

42. **Definite Quantity Contract:** This Request is for a close-ended contract between the vendor and FHSU to furnish a predetermined quantity of a good or service in a given period of time.
43. **Off-Shore Sourcing:** Bidders shall disclose in their bid response the location where the contracted services will be performed. All work must be performed in the United States.
44. **Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to FHSU. Failure to provide available price reductions may result in termination of the contract.
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 Fort Hays State University to pay the full amount due for goods or services on or before the 30th calendar day after the date Fort Hays 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 vendor and Fort Hays State University. NOTE: If the 30th 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 vendor's response.

(OPTIONAL) Payment schedule shall be on a frequency mutually agreed upon by both FHSU and the Contractor.

46. **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.
47. **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 FHSU'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.
48. **Charge Back Clause:** If the contractor fails to deliver the product within the delivery time quoted on the contract, FHSU 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.
49. **Demonstration Requirements:** A demonstration of the selected devices/equipment/solution for FHSU may be required before final contract approval. FHSU reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to FHSU within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if found to be non-compliant with the specifications as set forth in this RFP.
50. **Performance Guaranty/Bond:** The Contractor shall file with the FHSU Purchasing Director a performance bond. A minimum of the bid amount will be required. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, FHSU may seek additional damages.

A performance guaranty must be one of the following:

- (1) certificate of deposit payable to FHSU; or
- (2) a properly executed bid bond payable to FHSU.

Necessary bond forms will be furnished by the FHSU Purchasing Office and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

51. **Implied Requirements:** All products and services not specifically mentioned in 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 vendor's response.
52. **Warranty:** Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. FHSU requires a "standard" warranty of a specific amount of days, or one (1) year, whichever is greater. This warranty shall be included in the cost of the equipment.

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

The Contractor shall be responsible for all work 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 FHSU Purchasing Office said defect is due to imperfection in material, design, or workmanship for the warranty period specified.
53. **Acceptance:** No contract provision or use of items by FHSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.
54. **Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the Colleges. The Contractor may not release any materials without the written approval of FHSU and/or the Colleges.
55. **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 issued under this Contract, shall become the sole property of the State of Kansas. 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 the state entity for which it was developed.
56. **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 FHSU and/or the College prior to posting on the appropriate College server.
57. **Submission of the Bid:** Submission of the bid will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the RFP for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to FHSU.
58. **Inspection:** FHSU reserves the right to reject, on arrival at destination, any items which do not conform with specification of this RFP.
59. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor 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.

60. **Vendor Contracts:** Include a copy of any contracts, agreements, licenses, warranties, etc. proposed. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)
61. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to FHSU to allow for a functional transition to another vendor.
62. **Award:** Award will be by line item or group total, whichever is in the best interest of FHSU.
63. **Monthly Reports:** The Contractor will be required to file a monthly report. Reports are due no later than 10 days after the end of each month. Reports are to be filed with the FHSU EnergyNET Office. Required reporting format to be determined.

Section 4 SPECIFICATIONS

The Energy Network of Education and Training

Request for Proposals

Barton Community College – Natural Gas Distribution and Transmission
Dodge City Community College – Electrical and Power Transmission
Manhattan Area Technical College – Electric Power and Distribution
North Central Kansas Technical College – Selected Courses
Pratt Community College – Electrical Power Technology
Seward County Community College – Natural Gas Compression Technology

Purpose of the Request for Proposal (RFP)

The Kansas Department of Commerce and the Kansas Board of Regents created the Energy Network of Education and Training (EnergyNET), a system of Kansas public higher education institutions collaborating to provide enhanced workforce training for the state's energy industry.

The network includes Fort Hays State University (FHSU), acting as the lead institution, to provide project management and coordination. Kansas public technical and community colleges will provide technical training, general education, and foundational skills in both hybrid and on-line courses. Led by energy industry experts, training will be designed to deliver industry-defined skills and credentials.

EnergyNET Goal:

Create a system that will:

- Enhance energy training capacity using community college and technical college partners
- Offer training solutions that fit the needs of energy sector employers
- Enhance accessibility to education through the implementation of web-based training tools
- Provide animated and interactive training
- Measure student comprehension for mastery
- Create stackable industry credentials and career pathways leading to academic credentials
- Provide education and training for:
 - o Employed incumbent worker
 - o Underemployed
 - o Unemployed
 - o Traditional students

This RFP outlines the required scope of work including objectives, procedures and identification of responsibilities expected for this project as well as submission criteria. Unless otherwise specifically stated, selected vendor will be responsible for all aspects of the work on this project.

Fort Hays State University and EnergyNET request submission of proposals to analyze, design, develop and assist with the implementation of the on-line curriculum and courses for the Colleges listed above.

Schedule for the Proposal

January 9, 2012: Questions and clarification of the RFP must be submitted to purchasing@fhsu.edu by 4:30 p.m.

February 1, 2012: RFP responses due to FHSU Purchasing Office by 4:30 p.m.

May 15, 2013: Conclusion of all work and delivery of final product by vendor

Instructions to Applicants

Please read the entire RFP prior to your submission. For submission instructions please see Proposal Response guidelines, Section 2.

All applicants are encouraged to visit the following websites to explore the programs and courses.

<http://www.bartonccc.edu/instruction/programs/departments/naturalgas/index.html>

<http://www.matc.net/electric-power-distribution.aspx>

<http://www.ncktc.edu/programs/cdl/home.htm>

http://www.ncktc.edu/programs/beloit/heo/files/HEO_Descriptions.pdf (course HE 108)

<http://prattcc.edu/program/electrical-power-technology>

Deliverable Requirements

Course Content

- Redevelop the following 67 credit hours for on-line delivery, including instructional design, audio, animation, simulation and assessment:

Dodge City Community College, Manhattan Area Technical College, and Pratt Community College

<u>Course Name</u>	<u>Credit Hours</u>
• Electrical Theory	3
• Climbing Skills	4
• Pole Setting, Framing, and Rigging	5
• Trucks and Equipment	3
• Transformer Theory and Installation	8
• Conductor Installation and Repair	4
• Rubber Gloving and Hot Sticking	3
• Underground Distribution	3
• System Coordination and Troubleshooting	1
• Substations and Voltage Regulation	4
• Employability Skills	<u>1</u>
	39

Barton Community College and Seward County Community College

<u>Course Name</u>	<u>Credit Hours</u>
• DC Circuit Fundamentals	3
• AC Circuit Fundamentals	4
• Fundamentals of Natural Gas	3
• Basic Corrosion Field Technician	3
• Intro to Natural Gas Distribution and Transmission Technologies/Techniques	2
• Intermediate Natural Gas Distribution and Transmission Technologies/Techniques	2
• Electrical Devices & Controls I	3
• Introduction to Programmable Logic Controllers	3
• Gas Regulators Operations and Maintenance	<u>2</u>
	25

North Central Kansas Technical College

<u>Course Name</u>	<u>Credit Hours</u>
• Trenching and Excavation Practices	2
• Commercial Drivers License	<u>1</u>
	3

- Final courses will be delivered to Colleges in the most up-to-date SCORM compliant format

Course Review Website

- Vendor will develop a secure website to host course content and serve as official course review site
 - o Course template and each course will be accessible through this site.
 - o The vendor will allow access to an unlimited number of employees of EnergyNET, the Colleges, and Subject Matter Experts.

Course Features and Design

Interactive Animation and Simulation

The vendor will include full voice-over audio (unsynthesized) and extensive animation and interactive simulation to ensure continual student engagement, demonstration of the equipment and its capabilities, and to simulate an actual work environment for all courses. The vendor must supply voice ("talent") and graphics for the courses.

Assessments

The vendor shall produce periodic and post assessments to evaluate student comprehension of learning objectives in each module. College faculty will determine placement based on content and learning objectives of the module and the course. Students must demonstrate predefined levels of competency to gain access to subsequent chapters and modules. At the end of each assessment, incorrect answers are reviewed and students will be directed to reexamine the answer. All courses shall be developed with assessments for use in the Learning Management System, as well as without assessments to be used on a website to be hosted on the appropriate College server.

Literacy

The vendor, in collaboration with the college instructors, will read and write all content at a high school reading comprehension level to ensure that all students attain maximum comprehension and competency levels.

Language

The vendor must speak and write all content in United States English that is interculturally appropriate.

Course Development Methodology

The vendor shall use the industry standard "ADDIE" methodology for instructional design. "ADDIE" is the acronym for Analysis, Design, Develop, Implement and Evaluate. The analysis phase consists of identification goals, objectives, metrics, competencies and tasks for the project. The design phase includes writing specific learning objectives, creating the look and feel of the course template as well as determining the graphic design, user interface and content. EnergyNET staff must approve the design deliverables prior to the start of development. During development, all content will be produced using the approved course design.

ADDIE Phases of Development

Analysis Phase

This phase is the first and most crucial phase, and all subsequent work is based on the outcome of the analysis. During this phase, the vendor's Instructional Designer(s) will work with the EnergyNET On-line Course Developer, College Instructors, and Subject Matter Experts to determine the overall course goals and objectives.

Key Activities:

- Meet with EnergyNET, College Instructors, and Subject Matter Experts to analyze current course content, and identify specific training needs and competency models
- Complete project plan and timeline

Key Deliverables:

- Detailed project plan and timeline

Design Phase

During the Design Phase, the vendor's Instructional Designer(s) will continue to work with the EnergyNET On-line Course Developer, College Instructors, and Subject Matter Experts to determine the specific course objectives and collect data for the course content. All content will be provided by College Instructors, and Subject Matter Experts. Based on the course objectives, the assessments and an outline are developed. Following approval by the EnergyNET On-line Course Developer, College Instructors, and Subject Matter Experts, the content shall be placed on a storyboard. This includes describing the course content and creating a description of the associated simulations and activities to be developed. The final step of the storyboard process will be to develop a sample module which will be used as a template for all remaining courses.

Key Activities:

- Design the course template with an easy-to-use navigational structure
- Document course objectives
- Develop course outline based on course objectives
- Design questions and answers to assess competency of course objectives
- Storyboard content describing textual and graphical content of each frame
- Ensure audio matches text
- Design and develop sample module

Key Deliverables:

- Course objectives

- Course outline
- Course assessments/questions
- Course storyboard
- Sample module

Development Phase

The Development Phase is dedicated to developing the course as outlined in the Design Phase. The development will be iterative in nature with frequent reviews performed by the EnergyNET On-line Course Developer, College Instructors, and Subject Matter Experts for each course. All content is reviewed and approved by the EnergyNET On-line Course Developer, College Instructors, and Subject Matter Experts. The evaluation will be conducted via the course review website and the reviewers will experience the course as though they were a student.

Key Activities:

- Develop each course as designed in the storyboard
- Test each course prior to review
- Ensure content is engaging and interactive through extensive animation and simulation
- Ensure subject matter is presented in a consistent and appropriate format with accurate terminology
- Ensure instructor-to-student and student-to-student interaction are utilized
- Ensure clearly defined assessment procedures and grading policies are present
- Ensure clearly defined learner support resources are available and accessible
- Perform reviews of course content

Key Deliverables:

- Course content in Macromedia Flash

Implementation Phase

During the Implementation Phase, approved courses will be delivered to the appropriate College. Each College will store the course on the respective college server. This will allow the vendor, EnergyNET On-line Course Developer, College Instructors, and Subject Matter Experts to review and test the course.

Key Activities:

- Deliver approved course to the appropriate College
- Test and review course through the Learning Management System
- Configure systems

Key Deliverables:

- Deliver approved course
- Updated course(s) as necessary

Evaluation Phase

After the initial course offering, the vendor, the EnergyNET On-line Course Developer, College Instructors, and Subject Matter Experts will perform an evaluation on each course, checking for its effectiveness and efficiency (approximately 60 days).

Key Activities:

- Evaluate usability
- Measure student outcomes against stated learning objectives
- Validate content accuracy and completeness
- Revise as necessary

Key Deliverables:

- Deliver updated course(s)

Upon completion, each phase will be reviewed and approved by the EnergyNET On-line Course Developer.

Eligibility Criteria

Required:

- Vendor must have legal status and must be able to prove sufficient resources and expertise are available to complete the project in the specified time.
- Selected vendor must have sufficient liability insurance to indemnify EnergyNET and the Colleges in the event that material used in the developed courses infringe the intellectual property rights of any person or entity, and to provide coverage for any other liability that arises as a result of performing vendor's obligations under the RFP.
- By submitting a response to the RFP, vendor acknowledges and agrees to the following:

- o Intellectual property rights in and to the developed courses and any supporting material will be the property of the Colleges.
- o All modules, courses, and learning objects created by the vendor will be owned by and be the property of the Colleges.
- o Vendor will agree to a nondisclosure statement with EnergyNET and the Colleges.
- o Vendor, individually or in cooperation with any third party, may not create any product which, in the reasonable opinion of the persons familiar with the product, is similar to or potentially competes with the products to be created pursuant to this RFP. This prohibition begins on the date that a contract is fully executed by both parties and remains in effect until such time that the College no longer offers courses towards a degree or certificate in the program for which the courses were developed.
- Vendor must have an experienced Instructional Designer on staff and must provide all necessary instructional design; curriculum design; graphic design, multimedia design, animation design and coding.
- Vendor must supply training and technical support to Colleges to install and implement designed courses.
- Vendor agrees to work on a regular basis and in consultation with the Colleges, Subject Matter Experts (SME), and EnergyNET in the design, development and evaluation of courses and learning objects. This may require physical site visits to the Colleges (Beloit, Kansas; Great Bend, Kansas; Liberal, Kansas; Manhattan, Kansas; Pratt, Kansas; and/or Dodge City, Kansas) or EnergyNET (Hays, Kansas) office locations.
- All costs incurred by vendor will be at their own expense and are not reimbursable or expendable.
- Vendor will assure courses developed meet all generally accepted standards and goals of on-line higher education including, but not limited to: quality, academic rigor, ADA guidelines, etc.
- Vendor will create a secure website for course review.
- Vendor must document procedures to assist with maintaining the learning modules and provide necessary training to EnergyNET and the College training experts.
- All animation, simulation, and graphic work must be developed in a vector file format to maintain the integrity of the image when the size is changed and reduce server space needs.
- Vendor must provide the following:
 - o Three (3) examples of high quality, Macromedia Flash animation with voice-over audio (unsynthesized).
 - o Three (3) examples of high quality Macromedia Flash simulation with voice-over audio (unsynthesized) that each include instructions on use.
 - o Two (2) examples of high quality Macromedia Flash assessments for students (check on learning).
 - o Detailed, written explanation of experience
 - designing and implementing on-line and blended learning courses for adults that are SCORM compliant.
 - developing Macromedia Flash animation and simulation objects requiring visual and audio demonstration of learning objectives.
 - working with postsecondary and technical educational institutions in designing and implementing technical on-line learning courses for adults.
 - demonstrating comprehension of best practices for adult on-line learning and generally accepted practices in instructional design and technology.
- Vendor must demonstrate the ability to clearly communicate weekly via conference call or video conference with EnergyNET and the points of contact at each College.
- Vendor must demonstrate the ability to complete monthly status reports on schedule.
- Vendor must demonstrate attention to details (i.e. spelling, grammar, punctuation, pronunciation).

Supplemental Information

- Each course shall be delivered as a stand-alone product.
- Each course will be composed of separate modules to cover each competency.
- Courses will be designed to provide self-paced, instructor facilitated, independent on-line learning.
- Material shall be viewable using popular web browsers – i.e. Internet Explorer, Firefox, Safari, Netscape, Chrome, and Opera.
- Product shall not use proprietary technology that requires a specific hardware platform or operating system.
- Neither the Colleges nor EnergyNET will provide instructional designers, graphic artists, multimedia or web design expertise for this project.
- Colleges will provide access to Instructors and Subject Matter Experts and all necessary lesson plans and curriculum to ensure the vendor's instructional design team has all necessary information to develop high quality, on-line courses.
- Courses will be evaluated using the FHSU Virtual College Course Development Checklist (Appendix A)
- EnergyNET may limit the scope of this RFP (for example: the number of courses developed, the percentage of certain courses developed, etc.) or substitute courses to better match the needs of the college program.

- Vendor will give consideration as to how this product can be adapted for mobile technology in the future.
- EnergyNET will consider the use of pre-produced content and/or courses.
- All learning modules shall be complete, fully functional and SCORM compliant upon delivery. EnergyNET expects that the courses will be plugged into the College learning management system and be fully functional.
- No extensions of deadlines will be given.
- Technical College and Community College experience preferred.
- Vendor will work with multiple colleges during the development of the project. While EnergyNET anticipates that one college will take the lead on each course, some courses may be developed in cooperation with multiple colleges. Each college listed with a specific program or group of courses (see list of courses) will require that the template be adapted to the specific college logo and colors and that modules or lessons be organized to match the goals of the individual college program.

Notification

Once the vendor is determined, the accepted vendor will be required to meet and sign a memorandum of understanding. At that time the selected vendor must provide proof of insurance, a performance bond, and complete tax clearance.

Payment to Vendor

Vendor will agree to a four payment schedule to ensure completion and mutual agreement for this project.

- 25% of project cost within 60 days of receipt of a signed contract between FHSU/EnergyNET and vendor
- 25% of project cost at the mutually agreed 50% completion point of the project
- 25% of project cost at the mutually agreed 75% completion point of the project
- Final 25% of project cost upon receipt, test completion, and approval of all courses

All payments will be made after receipt of an invoice from vendor and confirmation of the appropriate level of work completed. One percent (1%) of payment due will be deducted for each business day for late delivery based on the completion schedule.

Section 5
TECHNICAL PROPOSAL

*Must be submitted separately from the Cost Proposal, unless otherwise specified.
(See Response Section, #1)*

Vendor Name: _____

Technical Proposal should include the following:

1. **Transmittal Letter:** All bidders shall respond to the following statements:
 - (a) the vendor is the prime contractor and identifies all subcontractors;
 - (b) the vendor is a corporation or other legal entity;
 - (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
 - (d) the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
 - (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
 - (f) the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
 - (g) 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;
 - (h) whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting 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 vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the University;
 - (i) vendor 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 University payments to Contractor; and
 - (j) the vendor 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 vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.
2. **Vendor Information:** The vendor must include a narrative of the vendor'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) physical, human, and monetary resources assigned to this project and the extent they are dedicated to other matters;
 - (e) organizational chart;
 - (f) financial statement may be required.
3. **Qualifications:** A description of the vendor's qualifications and experience providing the requested or comparable service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the bid. The vendor must be an individual or established firm that can demonstrate or who has performed this work and

recognized for its capacity to perform. The vendor must have sufficient personnel to meet the deadlines specified in the RFP.

- Name of Company, if applicable.
 - Contact Name
 - Mailing Address
 - Email
 - Phone Number
 - Fax Number
 - Website Address
4. **References:** Provide three (3) references who have purchased comparable items or services from the vendor in the last three (3) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Vendor employees and Fort Hays State University personnel shall not be shown as references.
 5. **Timeline:** A detailed timeline for implementing services must be submitted with the bid.
 6. **Methodology:** Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.
 7. **Procurement Card (P-Card):** Presently, Fort Hays 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 6
COST PROPOSAL

*Must be submitted separately from the Technical Proposal, unless otherwise specified.
(See Response Section, #1)*

Vendor Name: _____

Provide a breakdown of total project cost per course:

<u>Courses</u>	<u>Credit Hours</u>	<u>Price per Course</u>
Electrical Theory	3	\$ _____
Climbing Skills	4	\$ _____
Pole Setting, Framing, and Rigging	5	\$ _____
Trucks and Equipment	3	\$ _____
Transformer Theory and Installation	8	\$ _____
Conductor Installation and Repair	4	\$ _____
Rubber Gloving and Hot Sticking	3	\$ _____
Underground Distribution	3	\$ _____
System Coordination and Troubleshooting	1	\$ _____
Substations and Voltage Regulation	4	\$ _____
Employability Skills	1	\$ _____
DC Circuit Fundamentals	3	\$ _____
AC Circuit Fundamentals	4	\$ _____
Fundamentals of Natural Gas	3	\$ _____
Basic Corrosion Field Technician	3	\$ _____
Intro to Natural Gas Distribution and Transmission Technologies/Techniques	2	\$ _____
Intermediate Natural Gas Distribution and Transmission Technologies/Techniques	2	\$ _____
Electrical Devices & Controls I	3	\$ _____
Introduction to Programmable Logic Controllers	3	\$ _____
Gas Regulators Operations and Maintenance	2	\$ _____
Trenching and Excavation Practices	2	\$ _____
Commercial Drivers License	1	\$ _____
Total Project Cost		\$ _____

State of Kansas
Department of Administration
DA-146a (Rev. 04-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:
"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."



APPENDIX A

Virtual College Course Development Checklist

CATEGORIES	COMPONENTS AND ANNOTATIONS	CHECK
User Interface and Navigation	Design a navigational structure that is easy for students to find information within the course	
	Provide students a clear instruction about course organization and how to start	
	Confirm that all the links are working	
	- Design an appropriate visual appearance - Color scheme (e.g. text, graphics, banners, hyperlinks, etc.) - Readability (e.g. type face, font size, background and text color, etc.) - Consistency (headings, color, fonts, spacing, icons, graphics, etc.)	
Course Documents and Content Presentation	Design a detailed syllabus for online learners	
	Chunk instructional materials into manageable units, modules, and topics with clearly defined learning objectives targeted for content mastery, critical-thinking skills, and core-learning skills	
	Provide lecture notes or study guides that help students learn	
	- Provide appropriate multimedia components to adapt to students' different learning styles (e.g. PowerPoint presentations, World Wide Web resources, online tutorials, graphics, animated illustrations, audios, videos, etc.) - Support the learning objectives - Clarify the need for students to download plug-ins that are needed to view the multimedia components - Provide students web links to download plug-ins to view the multimedia components	
Communication and Interaction	- Provide an introduction to the instructor - Information about the educational background, research and personal interests - An image, an introductory audio or video, or a personal website to add a human face to the online course	
	- Provide students a clear description of instructor contact information and contact procedures - Contact information: a phone number, an email address, or maybe a fax or cell phone number for special situations, etc. - Contact procedures: preference for the way being contacted; turn-around time for email, assignment feedback, grade posting, etc.	
	Provide activities that encourage instructor-student interactions	
	Provide activities that encourage student-student interactions	



Assessment and Grading	Clearly describe assignments and submission procedures (e.g. Digital Drop Box, Assignments, Safe Assignments, etc.)	
	Clearly describe the assessment procedures	
	Provide multiple methods of assessing student learning (e.g. quizzes, journals, reaction papers, discussions, research papers, projects, final exam, etc.)	
	Clearly describe grading policies and procedures in the syllabus	
Resources and Accessibility	- Provide students learner support resources * - Academic services (academic advising, library, Atomic Learning, online tutoring, the Writing Center, etc.) - Technology support (student help desk, technical tutorials, useful plug-ins, etc.) - Student services (bookstore, financial assistance, etc.)	
	Provide students a web link to the University Student Disability Office and make instructional materials accessible to students with disabilities as needed	

* **Note:** CTELT has the online resources for learner support in Blackboard. If you need, CTELT staff can copy the online resources to your course shell.