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**Wichita Area Technical College**

4004 North Webb Road

Building 100

Wichita, Kansas 67226

**REQUEST FOR PROPOSALS #120915**

**For**

**Consulting Services for a Marketing Communication Program to Support a New B2B Service at WATC**

Proposals Due: 4:00 p.m. on Wednesday, December 09, 2015

 Wichita Area Technical College

 All questions should be sent to purchasing@watc.edu

**SECTION 1 - INSTRUCTIONS TO PROPOSERS**

1-1 GENERAL

Wichita Area Technical College (the “College” or “WATC”) is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals for contracting for services to design, create and help implement a marketing and communications program to support a successor initiative to the DOL-funded National Aviation Consortium (NAC).

WATC serves as the lead institution for the consortium. It is presently funded by Department of Labor TAACCCT funds. Grant funding will conclude in 3Q2016. WATC is planning to build on the NAC grant work by providing an even broader array of services and programs to employers in the aviation industry. Information about NAC may be found at <http://watc.edu/nac/>

Proposers (also herein referred to as “Contractors”) will execute and submit all proposals in accordance with these instructions and the applicable provisions of the specifications. RFP responses will be the property of WATC.

Any contractor awarded the work described in this RFP agrees to abide by Department of Labor disclosures and disclaimers for any and all portions of work completed by the winning contractor which may be underwritten by Department of Labor funds.

1-2 SCOPE OF WORK

The College intends to contract for the provision of a Marketing Communications Program for a new departmental function within WATC focused on providing education and certification pathway programs for the Aviation Manufacturing industry. Specifics of this new function were developed in late 2015 and memorialized in a ‘NAC Sustainability Business Plan Framework.’

1-3 SUBMISSION OF PROPOSALS

1. Proposals for a Marketing Communication Program will be received at Wichita Area Technical College, 4004 North Webb Road., and Wichita, Kansas 67226 until 4:00 p.m. on December 9, 2015. Proposals received after the exact time specified for receipt will not be considered.
2. **Proposal will be accepted through email to purchasing@watc.edu or U.S. Postal Mail. Please mark the proposal with**
	1. **Request for Proposals’ number**
	2. **Proposer’s name and address**

 **All proposals must be marked receipted by the deadline date and/or time or they will not be accepted.**

1. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for ninety (90) days after opening, but the College reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the College.

1-4 PRICING

1. The proposal price shall include everything necessary for the execution and completion of the Agreement including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, travel expenses, and service, except as may be otherwise provided in the Agreement. Proposer’s signature on this proposal form guarantees that prices have not been arrived at through collusion with other eligible proposers and without effort to preclude the College from obtaining the lowest possible competitive prices. The proposal price shall not include any allowance for Kansas State sales or use tax.
2. The College may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work.

1-5 QUALIFICATIONS OF PROPOSER

Upon request by the College, the apparent successful Proposer shall furnish documentation satisfactory to the College which confirms qualification requirements. Any conviction for a criminal or civic offense that indicates a lack of business integrity of business honesty which currently, seriously, and directly affects responsibility as a state contractor must be disclosed. This is to include (a) 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; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; and (d) any other offense to be serious and compelling as to affect responsibility as a state contractor (see K.S.A. 75-37,103).

1-6 BASIS OF AWARD

The College shall make the award to the responsible Proposer whose proposal will be most advantageous to the College, in the College’s sole discretion, with respect to price, conformance to the specifications, quality, and experience. The College shall not in any event be required or constrained to award the Agreement to the Proposer on the basis of price alone. The College may award an Agreement on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.

1-7 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this Request for Proposals is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the College's Procurement Services Office, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided for by law.

**SECTION 2 – PROJECT OVERVIEW**

2-1 GENERAL

Since 2012, Wichita Area Technical College (WATC) has served as the lead institution for a Trade Adjustment Assistance Community College and Career Training (TAACCCT) grant. With the grant set to expire in 2016, WATC now seeks to build on the experience of the grant to enhance the mission of the college and dramatically increase its access to the market of employers seeking skilled aviation workers. For an explanation of the grant and WATC’s role as the lead institution, please refer to <http://watc.edu/nac/>

To build on the TAACCT grant experience and best practices, WATC, with its National Center for Aviation Training (NCAT), seeks to become a nationally-recognized leader in talent development solutions for the aviation industry. In late 2015, working in partnership with the Manufacturing Institute (a subsidiary of the National Association of Manufacturers), WATC created a NAC Sustainability Business Plan (“The Plan”) Framework.

The Plan outlines a strategy to be supported by a new departmental function within WATC aimed at sustaining and expanding upon best practices developed during the grant period. The Plan calls for a new “business-to-business” (B2B) capability to be developed within WATC which capitalizes on the training capabilities of WATC’s National Center for Aviation Training. For information about the Center please refer to: <http://ncatkansas.org/>

Central to The Plan will be WATC serving as a value-added reseller of customized services and programs offered to the aviation industry. WATC will build these customized services and solutions through a set of partnerships with certification providers, educational institutions and third-party providers of aviation training programs.

2-2 PROJECT BACKGROUND

The Plan calls for the creation of a financially self-sufficient B2B function and department within WATC to launch in the first quarter of WATC’s Fiscal Year 2017. Key elements of the overall approach include having WATC:

1. Expand the original grant construct of an employer-driven talent supply chains.
	1. Apply methods and tools from talent supply chain management best practices to help expand the scope of affiliated suppliers and consumers of aviation manufacturing talent. Establish contracting methods to allow participating members to respond collectively and collaboratively to calls for education and certification programs needed to serve current and foreseeable industry talent requirements. Track outcomes and overall performance of the full talent supply chain.
2. Add new types of organizations and offer programs to a wider array of skill requirements in the industry.
	1. Define and establish a *consumer segment* representing the demand side of talent development: incumbent and aspiring workers and individual employers.
	2. Define and establish as the *provider segment*, representing the supply side of educational institutions, associations and certification providers.
	3. Expand the aviation industry skills categories served by education, certification (and ‘hybrid’ programs combining the two) to include both “skilled” (associate degree or equivalent, plus 12-24 months of training/experience) and “highly skilled” (bachelor’s degree or equivalent, plus 36+ months of training/experience) resources. The TAACCCT targeted skilled resources. The Plan calls for serving both.
3. Establish fee-based memberships for participating organizations from both market segments. Offer tiered memberships with varying levels of benefits.
4. Require organizations desiring membership in WATC’s new aviation industry talent supply chain to illustrate an institutional competence and sustained investment in workforce and talent development solutions for the aviation manufacturing industry.
5. Provide talent development services to paying members annually
	1. Refresh the service portfolio annually based on members’ requirements. Examples may include benchmarking surveys to help identify success attributes of students and employees; annual forums offering members opportunities to share best practices in talent supply chain management; and, fee-based consulting in implementing talent development programs.
6. Create a new sub-brand to market talent solution services developed under the auspices of The Plan.

The goal of The Plan is to sustain best practices developed by NAC, expand opportunities for aviation workers and help improve industry-wide talent acquisition and retention. Importantly, it also seeks to leverage NCAT’s established expertise and create brand enhancement opportunities for WATC. The Plan aims to:

* Establish WATC (and NCAT) as an internationally-recognized leader in aviation talent development
* Sustain Sedgwick County’s commitment to meet demand for aviation manufacturing talent
* Increase enrollment and revenue at WATC and participating educational institutions
* Clarify career options for existing workers and those aspiring to work in aviation manufacturing
* Simplify talent acquisition and speed job placements
* Improve the industry understanding of attributes required for successful careers

2-3 CONTRACTOR RESPONSIBILITES

**The selected Contractor will be responsible for the following deliverables to be completed by the dates shown.**

1. **Development of a Marketing Communication Program for the Post-Grant Enterprise**

The contractor’s proposal should define a Marketing and Communication Program and describe the strategy and materials needed for collateral, advertising and market research necessary to support The Plan. *Development of a new sub-brand is NOT within the scope of this project; it is treated under a separate RFP.*

**Collateral**

Proposals should explain the Contractor’s ability to produce a wide-range of electronic and print collateral for purposes including but not limited to 1) attracting and retaining fee-paying member organizations; 2) presentations to executives in educational institutions, industry associations, certification provider groups and individual companies; 3) internal presentations to WATC Board, Leadership Team and Academic leaders; 4) summarizing market research findings.

The contractor should also expect periodic requests to create customized presentation and informational materials (video brochures, program overviews and the like) for specific organizations. Vendor must demonstrate a willingness to create materials on short deadlines to meet needs of prospective members and executives as they arise. Preference will be given to vendors with the ability to design, create, copy edit, and distribute such collateral via innovative on-line tools.

Time frame: Summary recommendations due to WATC on or before February 15, 2016.

**Market Research**

The purpose of market research conducted for this project is to benchmark features, functions and member benefits and services defined in WATC’s new Plan Framework with comparable employer/educational consortia. This research activity will be a desk-based ‘environmental scan’ and should include preparation of an annual report comparing WATC’s approach with that of other comparable efforts in other industry associations. WATC seeks information about such services including an understanding of each association’s capabilities, how the services are provided and financed, and the nature and extent of talent- and workforce-related research conducted for members.

Time Frame: Final report due on or before March 1, 2016.

1. **Website Site Design Content**

Proposals should also define a strategy and development plan for a website for the new WATC function. Wherever possible, the contractor should leverage existing website architecture and functionality developed during the grant and which will comply with foreseeable WATC and National Center for Aviation Training web site policies and protocols. For a view of the current NAC site, please refer to: <http://naccareers.com/>

The website architecture should include capabilities to allow for on-line presentations of WATC’s new enterprise capabilities and for prospective member organizations to correspond with WATC to indicate their preferences for becoming fee-based members and/or to request individualized consultations about membership opportunities.

Proposals should also detail costs anticipated for annual maintenance of the website. Proposals should include recommendations for long-term uses of the website to support on-going 1) membership communications; 2) outreach to prospective members; 3) housing of member-contributed ‘best practices’ in talent development including, for example (but not herein limited to) examples and descriptions of workforce talent planning, fulfillment and retention; and, 4) training of College and members’ staff to deliver programs and services.

Time Frame: Website architecture due on or before June 1, 2016.

**SECTION 3 - INSTRUCTIONS FOR PREPARING PROPOSALS AND REQUIREMENTS**

3-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items in paragraph 3-2 RFP Response Outline. Paragraph 3-2 outlines the requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner. Each Proposer shall furnish information required by the invitation.

3-2 RFP RESPONSE OUTLINE

 A. Response Sheet: The proposal Response Sheet **Attachment A** shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. It shall be signed in ink by an official who has full authority to enter into an Agreement. If emailing your response, a scanned signature will be accepted.

 B. Background and Experience: Describe the organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business. Describe what projects and program experience your organization has related to the aviation industry or similar markets.

 C. Project Methodology: Provide details of how your organization would approach this project. Recommendations incorporating marketing and communication program best practices which will enhance WATC’s brand and its ability to serve participating member organizations are encouraged.

 Please format responses in the following ‘Responsibility Template’ structure:

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Short Description** | **Total Price** |
| **Marketing and Communications**  |
| Advertising  |  |
| Collateral |  |
| Benchmark Research |   |
| **Total Price** |  |  |

|  |  |  |
| --- | --- | --- |
| **Deliverable** | **Short Description** | **Total Price** |
| **Web Site Content** |
| Content Development |  |
| SEO and Other Features |  |
| **Total Price** |  |  |

**SECTION 4 - PROCUREMENT PROCESS**

4-1 PROPOSER INVESTIGATION

The College will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-2 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their proposals the committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal found to be most advantageous to the College, based on the factors set forth in the Request for Proposals.

**SECTION 5 - EVALUATION PROCESS**

The College reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the College determines would best meet its requirements and needs.

EVALUATION CRITERIA

The evaluation criteria are listed below, not necessarily in order of importance:

A. Evidence of successful experience in providing similar services to organizations similar in size and scope to the College in the aviation field or similar markets, including innovative approaches to marketing, communications and qualitative benchmarking research work relevant to goals in The Plan.

B. Response to Contract’s Responsibility Template.

C. Proposed fees.

**SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS**

In addition to the Wichita Area Technical College General Terms and Conditions, the following terms and conditions shall apply to the Agreement.

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of Contractor that any Agreement to be drawn as the result of an award herein shall be prepared by the College and shall include at a minimum, all terms and conditions set forth in this Request for Proposals. The submission of a proposal shall further constitute the agreement of each Contractor that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements.

6-2 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any. Failure of the College to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the College’s right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any.

6-3 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-4 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

 a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the College by reason of such failure of the Contractor. The rights and remedies of the College provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.

 b. In addition to any other representations and warranties contained herein, Contractor represents and warrants the following: (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (2) that it is authorized to do business in Kansas, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement.

 6-5 KANSAS ACT AGAINST DISCRIMINATION

The following (Sec. 1-5 of K.S.A. 44-1030(a)) are conditions of the Agreement. Only contractors, vendors, or suppliers whose contracts with the College cumulatively total Five Thousand Dollars ($5,000) or less during the fiscal year of the College or who have fewer than four (4) employees shall be exempt from these provisions.

 a. The Contractor shall observe the provisions of the Kansas act against discrimination, as amended, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

b. In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission;

c. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the College;

d. If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the College; and

e. The Contractor shall include the provisions of K.S.A. 44-1030(a) (1)-(5), as amended, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

6-6 EXECUTIVE ORDER 11246

The Contractor shall, in the performance of the requirements of any contract, comply with the provisions stipulated in Executive Order 11246.

6-7 CONTINUATION DURING DISPUTES

The Contractor agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-8 CONTRACTOR’S INSURANCE

 a. Workers’ Compensation Insurance: The Contractor shall maintain workers’ compensation insurance in accordance with the laws of the state of Kansas.

 b. Comprehensive General Liability Insurance: The Contractor shall maintain Comprehensive General Liability Insurance (including broad form contractual liability, products, and completed operations) in the amount of at least one million dollars ($1,000,000) per person and one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; and property damage in the amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate.

 c. Comprehensive Automobile Liability Insurance: The Contractor shall maintain Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, covering bodily injury in the sum of not less than one million dollars ($1,000,000) per person and one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; and property damage in the amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate.

 d. Professional Liability Insurance: The Contractor shall maintain Professional Liability (errors and omissions) Insurance on a claims made basis with limits of liability of not less than one million dollars ($1,000,000).

 e. General Requirements: All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the College and shall be maintained at Contractor’s expense. All insurance required hereunder shall name “Wichita Area Technical College, its agents, its employees, and its assigns” as additional insured’s and shall contain a clause requiring written notice to the College thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of a final contract. Said certificates shall evidence compliance with all provisions of this section 6-11.

6-9 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless College, College's officers, directors, partners, and employees from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all courts or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's sub-contractors in the performance and furnishing of Contractor's services under this Agreement.

6-10 APPROPRIATIONS CLAUSE

The College’s obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-11 GENERAL QUALITY

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-12 PROOF OF COMPLIANCE WITH AGREEMENT

In order that the College may determine whether the Contractor has complied with the requirements of the Agreement documents, the Contractor shall, at any time when requested by the College, submit to the College properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-13 RISK OF LOSS

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the College and working properly, or unless the College provides otherwise, the Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the College. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by College and working properly, the risk of all loss or damage shall be borne by College, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

6-14 SEVERABILITY

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

6-15 INTEGRATION

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the College and the Contractor.

6-16 SURVIVAL OF TERMS

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.

6-17 TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-18 INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the College by Contractor or which Contractor has caused to be provided to the College are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-19 CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-20 TERMINATION FOR CONVENIENCE

The College may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the College, the Contractor will account for the same and dispose of it in the manner the College directs.

**WICHITA AREA TECHNICAL COLLEGE**

# GENERAL TERMS AND CONDITIONS

1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE EXECUTIVE DIRECTOR OF PROCUREMENT SERVICES, WICHITA AREA TECHNICAL COLLEGE.

2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the Wichita Area Technical College Procurement Services Office.

3. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.

4. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, Wichita Area Technical College reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by Wichita Area Technical College resulting from Contractor’s breach of Agreement.

5. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the College, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the College's prior written consent in each case.

6. SAVE HARMLESS: Contractor shall protect, indemnify, and save Wichita Area Technical College harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.

7. TAXES: The College is exempt from the tax levied by the Kansas Retailers’ Sales Tax Act and the Compensating Tax Act for the reason that KSA 79-3606(c) provides that all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased directly by a public or private elementary or secondary school or public or private nonprofit educational institution and used primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution or in the erection, repair or enlargement of buildings to be used for such purposes.

8. BINDING EFFECT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

9. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the executive director of Procurement Services, Wichita Area Technical College. Transfer of an Agreement without approval may cause the recession of the transferred Agreement at the option of Wichita Area Technical College. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

10. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.

11. FORCE MAJEURE: Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

12. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.

13. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

14. COLLEGE REGULATIONS: Contractor shall follow and comply with all rules and regulations of the College and the reasonable instructions of College personnel.

15. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Kansas. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Kansas, and Contractor agrees to submit to the jurisdiction of such court.

WICHITA AREA TECHNICAL COLLEGE REQUEST FOR PROPOSALS NO. 12-123

**ATTACHMENT A**

PROPOSAL RESPONSE CERTIFICATION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers \_\_\_\_\_ to \_\_\_\_\_ have been received and were examined as part of the RFP document.

Name of Proposer

Signature of Proposer

Title

Name of Firm

Street Address

City, State, Zip

 /

Telephone / Fax Number

State of Incorporation

E-mail Address

Tax ID Number