



**Request for Proposal/Quote
“Notice to Proposers”
Smart Factory Training Center**

RFP Number: 2023-02
Date Posted: 12/21/2022
Closing Date: 01/06/2023
Email Address: purchasing@wsutech.edu
Website: <https://wsutech.edu/purchasing/>

Project Name: Driving Adoption: Smart Manufacturing Technologies (Wichita State University 193.PID.05) **Recipient Name:** Wichita State University Campus of Applied Sciences and Technology **Project Number:** 05-79-06236; **Subaward Number** 23-0051

Purpose of Purchase: To provide a hands-on Smart Factory Training Lab for students to learn aspects of maintenance, integration, logistics, and industry 4.0 principles.

Agency: WSU Campus of Applied Sciences and Technology (WSU Tech)
4004 North Webb Road, Gateway Bldg., Wichita, KS 67226

Guarantee: No Monetary Guarantee Required

Scope Summary: The Scope of Work for this Award will utilize an ecosystem approach to empower equitable adoption of productivity-enhancing emerging technologies for sustainable, precision manufacturing competitiveness and profitability. The overarching goal of the project is to close the gap between the technological promise of model-based systems engineering and successful, resilient implementation across diverse small and medium manufacturers (SMMs). Wichita State University (WSU) will develop the Advanced Machining Technology Laboratory (AMTL) to conduct applied research, develop curricula, and create professional development and training opportunities for high-velocity machining technologies that include advanced metrology inspection, numeric controlled programming with simulation verification, and calibration and preventative maintenance protocols. The Wichita State University Campus of Applied Sciences and Technology (WSU Tech) will develop a Smart Factory Technician Laboratory and associated curricula focused on training smart manufacturing systems to technician-level workers. In addition, the Recipient is required to continue to participate in and cooperate with the Coalition with which this Award is associated (see also “Cooperation with BBBRC Coalition,” above).

For this project, WSU Tech will develop a Smart Manufacturing Technician Lab (SMTL) focused on training of smart manufacturing systems at the technician level. Equipment and software will be procured for the SMTL which will cut across multiple technician careers such as mechatronics, industrial automation, and machining. Within the SMTL, WSU Tech will create the lab utilizing current assets along purchasing and implementing a



Smart Factory training cell to simulate facets of an entire Smart Factory ecosystem. Additional resources of network, sensors, data and cyber connections, CNC connections, as well as other IOT connections will be required. The Smart Factory Training cell will also encompass interaction between a variety of production, assembly, and logistic stations. Curriculum regarding hands-on training will be developed and deployed to WSU Tech manufacturing technician students. Credit and non-credit opportunities in Smart Manufacturing will be developed focused on the SMTL as well as the various components and the Smart Factory training cell. Outreach will be provided to AMCPR SMMs on availability of training to skill, upskill, or reskill their current workforce. Curriculum and hands-on training will also be deployed to the existing workforce with the incorporation of feedback to ensure relevancy and implementation effectiveness. Fully implement SMTL infrastructure and training for credit and noncredit delivery. Provide learning opportunities for K-12 and alternative populations. Additionally, WSU Tech will hire three new personnel including, WSU Tech Grant Project Manager, Smart Factory Faculty, and Smart Factory Lab Assistant.

READ THIS REQUEST CAREFULLY

From this point forward, all Contractors and Vendors shall be referred to as “Contractor”. Failure to abide by all the conditions of this Request may result in the rejection of your proposal/quote. Inquiries about this Request should indicate the RFP number and title and be directed to the **Purchasing Coordinator** via email address above.

This notice to Contractors is intended to be used in conjunction with the Request for Proposal and all terms and conditions.

Solicitation Reference Number: The above number has been assigned to this Solicitation and **MUST** be shown on all correspondence or other documents associated with this Solicitation and **MUST** be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the **Purchasing Coordinator** via email address above.

Failure to notify the Purchasing Coordinator of any conflicts or ambiguities in this Solicitation for Proposal may result in items being resolved in the best interest of **WSU Tech**. Any modification to this Request shall be made in writing by addendum and mailed to all bidders who received the original request. Only written communications are binding.

Sales Tax Determination: This Project has been determined by the Kansas Department of Revenue to be exempt from Kansas Sales Tax(es). The cost of said tax must be EXCLUDED FROM all Bid and Contract prices. Sales tax includes all applicable state, county, and city sales tax. If needed, **WSU Tech** will provide the Contractor with a tax exemption number for their use.

Contact: For technical information regarding the project specified in this solicitation and to arrange for a site visit, contact:

Purchasing Coordinator – purchasing@wsutech.edu



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

WSU Tech also reserves the right to waive minor informalities and reserves the right to:

1. Reject any and all proposals received in response to this RFP.
2. Select a proposal for contract negotiation other than the one with the lowest cost.
3. Negotiate any aspect of the proposal with any Vendor.
4. Terminate negotiations and select the next most responsive Vendor for contract negotiations.
5. Terminate negotiations and prepare and release a new RFP.
6. Terminate negotiations and take such action as deemed appropriate.

Any decision to cancel or reject any and all proposals is in WSU Tech's sole discretion. WSU Tech also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on the [Purchasing](#) section of WSU Tech's webpage. Vendors should check the site daily for updates (e.g. amendments, responses to questions) and are expected to review information on the site carefully before submitting a final proposal. Such changes or updates above constitutes written notice to each Vendor.

Scope of Work/Specifications

Smart Factory should act as a showcase mini factory

- When not in educational use, the factory should be base configured to work with all pieces.
- Produce a product such that visitors can watch from start to finish.
- Integrated systems with supportive curriculum
- When in use as educational system, should support up to 16-20 students.
- Allows for troubleshooting and root cause analysis
- Includes all structural, HMI, and visual components---provide alternative recommendations for additional options.
- Include all safety sensors, fencing, nets, or other features to be able to train or operate.
- Multiple units capable of a variety of individual tasks, learning activities-PLCs, RFIDs, Vision, network, etc.
- Individual units have specific capability-stacking, packaging, measuring, serialization, vision/inspection, logistics, etc.

Hands-On Training with Collaborative Robots

- Preferred Robot OEM Brand are Universal Robots or Omron Robots

Hands-On Training with PLC Systems and sensors including RFID

- PLC systems will be one of the following: Siemens
- Should contain sensor training that covers a wide range of sensors currently used in industry today.

Hands-On Training with IoT systems and Data Collection/Processing

- Students should integrate new sensors and hardware into a wireless network such that data can be collected and viewed from a different geographic location.
- Data collection built into one factory cells
- Preferred-students need training on basic analytics with software such as Tableau or Power BI.

Hands-On Training with Digital Twin software and systems

- Students will need to work with a software which can simulate and emulate the current operations of the Robots and PLCs in the Mini Smart Factory.
- Students need to be able to design and integrate potential setups in the simulated environment before physical setup is completed.

Vision inspection systems and sensors

- Students will need to practice building and integrating an inspection system for material incorporating, vision, AI, and other sensing capabilities to ensure specifications are being met autonomously.
- Vision systems such should be represented in industry around our geographic area.

Smart Factory should be reconfigurable or dividable for further integration of systems and pieces designed by students for projects and or industry partners.

- The main setup devised should be made up of multiple stations that can be separated to be incorporated in different factory setups or individual station practices.
- The main setup also needs to be reconfigurable such that new automation systems and/or robots can be added to the system without having to make permanent physical changes to the environment.
- Troubleshooting aspects must be built into curriculum
- Instructor license and Student licensures for equipment at 30 seats per year must be built into the costs.

Mobile Robotic cell to interact with Smart Factory

- Incorporated into the Smart Factory
- Can be programmed by students
- Includes AMR and Collaborative Robot
- Robot includes appropriate grippers
- Allows for setup and troubleshooting by students
- All aspects must be built into curriculum
- Instructor license and Student licensures for equipment at 30 seats per year must be built into the costs.

Assembly line-supply chain system

- Incorporated into the main setup
- Conveyers system that transports units from station to station
- VFD Capability
- Allows for setup and troubleshooting by students
- All aspects must be built into curriculum
- Instructor license and Student licensures for equipment at 30 seats per year must be built into the costs.

Exposure to MES, ERP and/or SCADA like systems to help manage the Digital Twin/Production capabilities of the Smart Factory.

- Smart Factory should contain elements or software that demonstrate MES, ERP, and/or SCADA or Ignition.
- Students should be able to practice basic understandings of these software platforms and how they integrate with the operation of the Smart Factory.
- Data analysis packages are available



Smart Factory is designed and equipped with curriculum, instruction, and lessons plans available and canned for ease of access for instructors and faculty and students.

- Must include CURRICULUM and Instructor-led lessons for each robotic system
- Curriculum has components focused on PLCS, Data collection, Software, Sensors, Visions, systems
- Each Smart Factory System has curriculum and instructional support
- Preference is given to e-learning capability for hybrid or online instruction
- Instructor Training is included for curriculum and instruction for up to 3 instructors.

All licensing requirements for the Smart Factory, Components, and Robotics must be included for a four-year period.

- Must include licensing for any PLC/HMI components
- Must include licensing for any Smart Factory curriculum, e-learning, virtual, digital-twin, MES, ERP, or other components
- Must include any Robotic licensing

Smart Factory Individual Specifications

Each cell or portion of the factory will be set up to run independently or connected to form a continuous

line from start to finish. With each individual cell, students will be able to feed that cell the respective raw parts / incoming parts and the system will proceed with the individual task within that station.

Students will be able to adapt the station to perform additional or reduced functions based on the learning objectives for that station. Each station will contain curriculum and learning objects for that cell and can be “torn apart” and reset back to a working condition quickly and easily.

The smart factory must have the capability to include a customized product that can be included in the operations of the smart factory as a “product” from start to finish. This product must go through the entire process from start to finish and proceed with several different stations that perform various exercises on each individual part.

Management Software-MES

Allow for different user functions/job types that can be utilized by several users simultaneously while the smart factory is in operation.

Contains several modules that allow for changes to physical layout of stations, layouts of orders, status updates of factory stations, customer records, creation of orders, warehouse status, production status,



and maintenance management.

The MES must allow for statistical process control and provide analytics on performance including OEE, Energy, Quality, and production.

Internet wireless capable for all components of the MES

Cybersecurity

Smart Factory must include aspects and curriculum related to cybersecurity including cyber-physical elements within the factory, data exchange system components, security audits, and overall description and activities related to IOT principles relating to cybersecurity.

Transportation system

Conveyor belt system with an RFID reading and writing device, two photocells, a double acting pneumatic cylinder with Reed auto switch, a dual rod pneumatic cylinder with Reed auto switch.

The belt system must connect all stations and allow for configuration changes and include up to four 90-degree turns plus capability of 180 degree turns. Belt systems must have the capability to add sections independent of stations.

Variable speed must be an option for the conveyor system controlled

Individual Process Stations

Smart Factory must consist of no less than 13 individual stations that can act independently or work in conjunction in a variety of configurations with other stations on a conveyor system. Each Station has an individual

Station One-Product Containment, Supply, and Preparation

- RFID tag system for product containers
- Storage Containments
- Electrical Actuators to move product containers
- IO-Link Sensors to measure quantity of containers

Station Two-Product Delivery

- RFID tag system for product
- Storage for product
- Electrical Actuators to move product containers
- IO-Link Sensors to measure quantity of and fill of product

Station Three-Product Delivery #2

- RFID tag system for product
- Storage for product
- Electrical Actuators to move product containers
- IO-Link Sensors to measure quantity of and fill of product
- Allows for placement of liquid product

Station Four-Product Delivery #3

- RFID tag system for product
- Storage for product
- Electrical Actuators to move product containers
- IO-Link Sensors to measure quantity of containers
- Allows for placement of custom product

Station Five-Completion of Containment

- RFID tag system for product
- Storage for product
- Electrical Actuators to move product containers and finish Containment
- Vision Sensors to measure placement

Station Six-Container Warehousing

- RFID tag system for product
- Storage for product
- Electrical Actuators to move product containers
- Pneumatic operations

Station Seven-Container Labeling

- RFID and QR tag system for product with Vision Sensing
- Storage for product
- Electrical Actuators to move product containers
- IO-Link Sensors to measure quantity of and fill of product

Station Eight-Pallet Packaging

- RFID, QR, BCR tag system for product

- Storage for product
- Electrical Actuators to move product containers
- IO-Link Sensors to measure quantity of and fill of product
- Universal Robot to place pallet

Station Nine-Pallet Warehousing

- BCR tag system for product
- Storage for product
- Electrical Actuators to move product containers
- Pneumatic operations

Station Ten-Palletizing of final products

- BCR tag system for product
- Storage for product
- Electrical Actuators to move product containers
- Packaging Center
- Scara Robot for placement

Station Eleven-Final product labeling

- BCR, and NFC tag system for product
- Storage for product
- Electrical Actuators to move product containers
- Product sensor logistic systems

Station Twelve-Dispatch of Final Product

- BCR, and NFC tag system for product
- Storage for product
- Electrical Actuators to move product containers
- Product sensor logistic systems

Station Thirteen-Raw material collection

- Vision system for sorting and detection
- Storage for product
- Electrical Actuators to move product containers

All raw materials and supplies needed to execute full capabilities of factory production (except for custom product) should be included.

Constructed of light-weight high grade materials, stations must be on casters to be moveable.



All Stations equipped with Accessible Electrical Control Panels, Siemens PLCs, WIFI Access points, any mechanical, hydraulic, pneumatic equipment must be accessible
Touchscreen HMI for each station
Blueprints of Stations must be included

Mobile Robot Integration

Omron LD Series AMR with Omron TM5-900 to be utilized for movement amongst a manufacturing cell to deliver custom product.

*Upgrades or equivalent AMR and Collaborative Robot may be considered.

Digital Twin of Smart Factory

Allows for individual student access to digital twin of Smart Factory

50 reusable licenses

Cloud or Web-based for anywhere access

Curriculum and Instruction relevant to Smart Factory

Curriculums, projects, lessons, and assessments tied directly to each of the individual stations as well as the operations and functions of the individual components of the stations such as PLCs, Actuators, Sensors, RFIDs.

Curriculums, projects, lessons, and assessments tied directly to smart factory operations and functions as a whole.

Curriculum should be web-based and provide access to LMS and e-learning capabilities

Training

1 week of faculty training after delivery of Smart Factory

Year 2, 2 days of follow-up training



Warranty

Minimum warranty of 24 months required

Scheduled maintenance of minimum 4 visits over 2 years (all parts, labor, and travel cost included)

Installation should be included

Lead Time: Full Delivery no later than 10 months from receiving Purchase Order.

Shipping and Freight: To WSU Tech (NCAT Campus) included

Duration of Offer

All proposal responses must indicate they are valid for a minimum of one hundred eighty (180) calendar days from the date of the proposal closing unless extended by mutual written agreement of both parties. Prices and terms of the proposal as stated must be valid for the length of the resulting contract.

RFP Terms and Conditions

This RFP includes and incorporates the Contract Provisions form. Contractors should be aware that these terms and conditions in preparing responses to this RFP. Much of the language reflected in any resulting contract with WSU Tech is required by statute. If you take exception to any of the language in the terms and conditions, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.



Proposal Form

_____ (Contractor) agrees to furnish One (1) Smart Factory Training Center with Mobile Robotics that meets all Project Minimum Requirements as listed in the Scope of Work, Attachment 6 at a cost of _____ including freight within _____ weeks from the receipt of an order. List out each individual item if not included in total price. Further, Contractor understands that final payment will not be made until all minimum requirements are verified to have been delivered.

Lead Time: _____

Product Name and Model No. _____

Warranty: _____

Delivery Timeline: _____

WSU TECH IS TAX EXEMPT BY STATE STATUTE. THE SUCCESSFUL CONTRACTOR WILL BE RESPONSIBLE FOR ANY AND ALL STATE AND LOCAL TAXES AND WILL NOT PASS SUCH ONTO WSU TECH. ADDITIONALLY, THIS PROJECT REQUIRES SPECIFIC AWARD CONDITIONS (SAC) BE MET AS PROVIDED IN APPENDIX 01 TO THIS RFP.

Subcontractors:

The undersigned proposes to use the following Subcontractors for this Project:

Mechanical Work: _____

Electrical Work: _____

Other: _____

References:

1)

2)

3)



SIGNATURE SHEET

RFP Number: 2023-02 Closing Date: 1/06/2023, 4:00 pm

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.

State Tax: The undersigned attests this Proposer is not in arrears in taxes due the State of Kansas.

Legal Name of Firm or Corporation

Mailing Address _____ **City & State** _____ **Zip** _____

Phone _____ **Local** _____ **Cell** _____ **Fax** _____

E-Mail _____

Signature _____ **Date** _____

Typed Name _____ **Title** _____

Items required with your Proposal/Quote: The items below, that are checked, must be submitted with your proposal for your offer to be considered responsive to the Request for Proposal.

- Proposal Form
- Proposed Timeline, Subcontractors, & References
- Signature Sheet
- Certification Immigration & Reform
- Disable Vet, Minority/Women Owned
- Contractual Provisions
- Current W-9



**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 College's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by **WSU Tech**, 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 **WSU Tech's** request, Contractor is expected to produce to **WSU Tech** 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



Disabled Veteran, Minority and Woman Owned Business Declaration

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:

Type of Business: Check applicable block(s)

"Service Disabled Veteran"

"Black American" includes persons having origins in any of the Black racial groups of Africa.

"Woman-Owned Business Enterprise".

"Hispanic American" includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.

"Native American" includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.

"Asian-Pacific Americans" includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.

Note: MBE and WBE are defined by Federal Register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day to day management and control of the business.

Proposer: _____

Certified by (name of Public Entity, if applicable): _____

City: County: _____

State: Zip Code: _____

Certificate Number: _____

(Attach copy)

Signature: _____

Date: _____

Minority and Woman Owned Businesses (M/WBE) shall complete this page and return with their submittal.



CONTRACTUAL PROVISION ATTACHMENT

Wichita State University Campus of Applied Sciences & Technology (WSU Tech)
DA-146a (Rev. 02.20)

The parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof:

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 agreement 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:** The agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the agreement shall reside only in courts located in Sedgwick County, Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University 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 the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or the University to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and the University is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** 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 Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement 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 agreement may be cancelled, terminated or suspended, in whole or in part, by the University 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:** The agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of the University, as defined in University policy.
7. **Arbitration. Damages and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or the University have agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the University 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 Contractor thereby represents that such person is duly authorized by Contractor to execute this contract on behalf of Contractor and that Contractor agrees to be bound by the provisions thereof.



9. **Responsibility for Taxes:** The State of Kansas and the University shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The University/College 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 it 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.), Contractor shall bear the risk of any loss or damage to any property in which Contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **Confidentiality.** As a state agency, the University's contracts are generally public records. Accordingly, no provision of this contract shall restrict the University's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 et seq.)
13. **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 and the University to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.
14. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of the University or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
15. **Privacy of Student Records.** Contractor understands that the University is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables the University to be compliant with FERPA and its regulations. Contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the student's written consent, except to other University officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official University business. Contractor shall promptly report to the University any request for or improper disclosure of University's student educational records.
16. **Export Control.** Contractor agree to comply with all U.S. Laws relating to the transfer, export, or re-export of technology and technical data, as defined in the export controls under the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations Parts 120-130 or the Export Administration Regulations (EAR) 15 Code of Federal Regulations Parts 730-774. The release of information to any employee or other person, who is not a U.S. Citizen or permanent resident, as well as to corporations or to any other entity, organization, or group that is not incorporated or otherwise organized to do business in the United States may require advanced written authorization from the appropriate U.S. agency. Contractor shall notify University in writing prior to disclosure of any technical data or other items subject to EAR or ITAR and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR.
17. **Certification.** Contractor certifies that to the best of its knowledge neither it nor any of their principals are presently debarred, suspended, proposed for debarment, the subject of an indictment involving the criminal statutes enumerated in 22 Code of Federal Regulations §120.27, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the University if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
18. **Facility Access.** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's reasonable safety and security policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees to, upon request, include the University as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the University with a certificate of insurance.
19. **Electronic Signature.** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

Signature

Date