



**Request for Proposal/Quote
“Notice to Proposers”
NSF ATE AVIATE External Evaluation Services**

RFP Number: 2027-03
Date Posted: 10/09/2026
Closing Date: 10/23/2026
Email Address: purchasing@wsutech.edu
Website: <https://wsutech.edu/purchasing/>

Project Name: NSF ATE AVIATE External Evaluation Services

Purpose of Purchase: Procure an independent external evaluator to conduct comprehensive formative and summative evaluation of the NSF Advanced Technological Education (ATE) AVIATE project.

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: Three-year professional evaluation services supporting the Advancing AVIonics in American Technical Education (AVIATE) project, including evaluation planning, instrument development, mixed-method data collection and analysis, quarterly formative feedback, annual formative reports, and a final summative evaluation report.

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 **purchasing@wsutech.edu**

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.

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 specifications shall be documented by the Purchasing Coordinator and will be issued by written addendum.

This Request for Proposal (RFP) does not obligate WSU Tech to award a contract or complete the proposed project and each reserves the right to cancel this RFP if it is in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications may be rejected. Responding Vendors must include the required information called for in this RFP. WSU Tech reserves the right to reject a proposal if required information is not provided or is not organized as directed.

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. Changes to evaluation criteria, the price ceiling, scope, or other material solicitation requirements shall be issued by written addendum before the proposal deadline and made available to all prospective proposers through the Purchasing webpage and the RFP notification process. WSU Tech shall allow sufficient time for revised proposals and extend the deadline when necessary. Published evaluation criteria and their relative weights will govern selection; material requirements will not be waived selectively for an individual proposer.



Proposal Content and Specifications

1. Project Background

WSU Tech is seeking proposals from qualified independent evaluators to support Advancing AVionics in American Technical Education (AVIATE), a three-year National Science Foundation Advanced Technological Education (NSF ATE) project. AVIATE is a multi-institutional initiative led by WSU Tech with academic and industry partners and is designed to strengthen avionics technician education through workforce-aligned curriculum, digital learning tools and XR-enabled simulations, instructor development, recruitment and pathway activities, and national dissemination.

Award Period. AVIATE is funded under NSF Award 2600147 for October 1, 2026 through September 30, 2029. Proposers shall plan remaining services and final deliverables within that period. The start date for Contractor services will be established in the executed agreement or written notice to proceed; the award start date does not authorize retroactive Contractor work.

Project Partners. WSU Tech serves as the lead institution for AVIATE, working with Clemson University, Aims Community College, Calhoun Community College, Choose Aerospace, the Aircraft Electronics Association (AEA), and the Aviation Technician Education Council (ATEC). These partners contribute to curriculum development, digital learning and XR simulations, workforce alignment, instructor development, and dissemination. As the lead institution, WSU Tech will coordinate interactions with each partner's designated representatives to meet evaluation plan requirements.

The external evaluator was intentionally not identified during proposal development because WSU Tech is required to select the evaluator through its institutional competitive procurement process. The selected evaluator must remain independent from the project implementation team while working collaboratively with project leadership, consortium partners, and stakeholders to finalize and execute the evaluation plan.

2. Purpose and Evaluation Approach

The selected Contractor will conduct a comprehensive external evaluation addressing all four AVIATE project goals. The evaluation shall use a mixed-methods approach and may include surveys, interviews, focus groups, student learning assessments, employer and instructor feedback, institutional and project data, platform analytics, participation records, and dissemination/adoption data.

The preliminary evaluation framework developed during NSF award negotiations establishes minimum areas of inquiry and example measures; it is not intended to prescribe the final evaluation methodology. The selected evaluator will exercise professional judgment and work with the project team to finalize the evaluation matrix, instruments, data-collection timing, analysis plan, formative reporting processes, and summative reporting expectations.

3. Scope of Services

- Review the NSF-approved proposal, award materials, project goals/objectives, work plan, and relevant NSF negotiation materials.
- Facilitate an evaluation kickoff and stakeholder orientation with WSU Tech and consortium partners.
- Refine and finalize objective-level evaluation questions, indicators, measures, data sources, instruments, sampling/respondent strategies, collection schedules, and analysis procedures.
- Establish baseline measures where appropriate and identify data responsibilities across WSU Tech, consortium partners, vendors, and the evaluator.
- Develop or refine surveys, interview/focus-group protocols, student learning measures, employer feedback tools, instructor measures, implementation/fidelity tools, and other instruments as appropriate.
- Conduct or oversee mixed-method data collection and perform appropriate quantitative and qualitative analyses.
- Assess implementation fidelity, curriculum quality and workforce alignment, student outcomes, instructor outcomes, employer perspectives, recruitment/pathway activity, dissemination/adoption, network development, scalability, and sustainability.
- Provide timely formative feedback that project leadership can use for continuous improvement of curriculum, XR simulations, recruitment materials, professional development, dissemination strategies, and sustainability planning.
- Prepare annual formative evaluation reports and a final summative evaluation report documenting outcomes, lessons learned, and evidence of impact.
- Participate in project meetings, briefings, and NSF-related discussions as reasonably necessary to communicate evaluation findings and support required reporting.



4. Minimum Evaluation Domains

Domain	Minimum Areas of Inquiry
Workforce Alignment	Current/emerging avionics competencies; employer-defined needs; workforce and curriculum gaps; industry relevance.
Curriculum Quality	Learning objectives; module and assessment quality; technical accuracy; alignment with FAA, CAET, and industry expectations; SME validation.
Student Outcomes	Learning gains; module completion; engagement; confidence; satisfaction; DLT/XR acceptance and usability; interest in avionics education/careers; perceived readiness.
Instructor Outcomes	Professional development participation; confidence/self-efficacy; implementation readiness; use/adoption of instructional resources.
Implementation	Fidelity; field testing; usability; barriers; institutional variation; scalability; revisions resulting from evidence and stakeholder feedback.
Employer Outcomes	Curriculum relevance; competency alignment; value of digital/XR resources; remaining skill gaps; workforce readiness; recommendations for updates.
Recruitment & Pathways	Student reach; awareness/interest; recruitment campaign performance; toolkit use; enrollment inquiries; secondary/postsecondary implementation; work-based learning pathways.
Dissemination & Adoption	Resources posted/distributed; views/downloads; institutions reached; adoption/reuse; sustained access and archiving.
National Network & Sustainability	Community-of-practice participation; collaborations; faculty-industry linkages; institutionalization; sustainability mechanisms and continued use.

5. Required Deliverables

Deliverable	Minimum Requirement / Timing
Evaluation Launch & Project Review	Kickoff, document review, stakeholder orientation, and identification of immediate baseline/data needs; target within 30-45 days of contract execution.
Comprehensive Evaluation Plan	Final evaluation questions/matrix, measures, instruments, data sources, collection calendar, analysis methods, reporting schedule, roles/responsibilities, and applicable IRB/data-governance considerations; early in Year 1.
Evaluation Instruments	Develop/refine instruments and protocols as needed throughout the project, subject to applicable IRB requirements.
Quarterly Formative Feedback	Concise written and/or briefing product communicating findings, supporting evidence, implications, and recommended actions.
Annual Formative Evaluation Report	Annual report organized around project goals/objectives and addressing outcomes, implementation, limitations, progress, and recommendations.
Annual Evaluation Briefing	Presentation of annual findings to WSU Tech and consortium leadership.
Final Summative Evaluation Report	Cumulative assessment of project accomplishments, outcomes, impacts, scalability, sustainability, lessons learned, and recommendations for future implementation/research.
NSF/Project Reporting Support	Provide evaluation findings, tables, summaries, or clarification reasonably necessary to support project reporting and dissemination.

6. Human Subjects, IRB, Data Privacy, and Security

Certain evaluation or research activities may involve human participants or identifiable data. Clemson University is anticipated to serve as the Single IRB for the collaborative project. The Contractor shall cooperate with WSU Tech, Clemson University, consortium partners, and the applicable IRB in developing instruments, protocols, consent materials, data-management procedures, and documentation necessary to support applicable human-subjects review.

Under NSF Award 2600147, no work with human subjects, including recruitment, may be conducted under the protocol or award until IRB approval has been obtained. The Contractor shall not conduct participant recruitment, consent, interviews, surveys, focus groups, identifiable-data collection, or other human-subjects work until WSU Tech provides written confirmation that the required IRB approval covers the proposed activities. This condition implements the award-specific restriction under 45 CFR 690.118 and is not waived by contract execution. Any alternative determination must be documented and confirmed with NSF as necessary before the affected work begins. The Contractor shall comply with applicable privacy, confidentiality, data-security, and FERPA requirements, including the Contractual Provisions Attachment incorporated into this RFP.

7. Contractor Qualifications

Minimum qualifications:

- Experience conducting external evaluation of federally funded education, workforce-development, or comparable initiatives.
- Demonstrated capability in mixed-method evaluation and quantitative and qualitative analysis.
- Experience evaluating multi-institutional or multi-partner initiatives.
- Experience developing evaluation instruments, data-collection protocols, formative feedback, and summative reports.
- Capacity to perform the work over the full contract period and maintain evaluator independence.

Preferred qualifications:

- Demonstrated NSF ATE evaluation experience.
- Experience with technician education, community/technical colleges, STEM workforce development, curriculum evaluation, and industry-responsive education.
- Experience evaluating digital learning, simulation, XR, or technology-enhanced instruction.
- Experience operating in human-subjects/IRB environments and working with protected student or institutional data.

8. Proposal Response Requirements

Proposals should be organized in the order below and provide sufficient detail for WSU Tech to evaluate the proposed approach and price reasonableness:

- Executive summary and understanding of AVIATE and the evaluation assignment.
- Technical approach and preliminary evaluation strategy, including how the proposer would refine the preliminary AVIATE evaluation framework.
- Relevant qualifications and examples of comparable NSF, ATE, technician education, STEM/workforce, or multi-institutional evaluations.
- Three professional references for comparable work.

The grant budget estimate assumed approximately 190 evaluator days annually as a basis of estimate. Proposers are not required to price exactly 190 days and should propose the staffing level and effort necessary to accomplish the required scope and deliverables.

Price Ceiling and Pricing Requirements. The maximum total price for the complete three-year Scope of Services is \$300,000, inclusive of all labor, travel, subcontractor costs, instruments, data collection, analysis, reporting, administrative or indirect costs, profit or fees, and other charges. The grant budget provides a planning estimate of \$100,000 annually; this is not a separate annual price ceiling. Provide proposed prices by project year and deliverable, with a complete three-year total. Proposals exceeding \$300,000 will be considered nonresponsive unless WSU Tech changes the ceiling by written addendum before the submission deadline. The ceiling is not a guaranteed payment or a target price; propose the amount reasonably necessary to perform the full scope. Identify all pricing assumptions. The resulting contract shall establish the negotiated price, payment basis, annual allocation, deliverable acceptance requirements, and period of performance. No additional charges, scope changes, or price increases are authorized without a prior written amendment executed by WSU Tech's authorized contracting official and any required Federal



approvals. A no-cost extension does not itself increase the contract price. Any post-award increase must also comply with applicable procurement requirements.

9. Evaluation of Proposals

WSU Tech intends to evaluate responsive proposals using the following criteria. WSU Tech may conduct interviews, request clarifications, check references, and negotiate scope and price consistent with the terms of this RFP.

Only responsive proposals within the published price ceiling will proceed to scored evaluation. Award will be made to the responsible proposer whose proposal is most advantageous to WSU Tech considering price and the other published factors. WSU Tech will document its evaluation, selection, and price-reasonableness determination. Cost-plus-a-percentage-of-cost pricing is prohibited.

Evaluation Criterion	Points
Understanding of AVIATE and NSF ATE evaluation needs	15
Proposed evaluation methodology and technical approach	25
Qualifications and experience of proposed evaluator/team	20
Relevant NSF ATE, technician education, STEM/workforce, and community college experience	10
Approach to formative evaluation and continuous improvement	10
Multi-institutional coordination, IRB/data management, and project management	10
Cost and overall value	10
Total	100

10. Independence and Conflict of Interest

The Contractor must be able to provide an independent external evaluation. Proposers shall disclose prior or current relationships with WSU Tech, AVIATE project personnel, consortium partners, project vendors, or other circumstances that could create an actual, potential, or perceived conflict of interest. WSU Tech reserves the right to determine whether a disclosed relationship is acceptable and whether mitigation is required.

Objective	Illustrative Evaluation Focus / Evidence
1.1 - Identify avionics workforce needs	Industry interviews and employer surveys; priority competencies; employer-rated importance; documented workforce/curriculum gaps.
1.2 - Identify current/planned avionics curricula	Curriculum inventory and gap analysis; ATE Center/SME participation; opportunities for curriculum integration.
1.3 - Plan ongoing curriculum collaboration	Quarterly partner discussions; participation; completed action items; evidence that industry input informs curriculum priorities.



2.1 - Define industry-based learning objectives and aligned materials/assessments	Learning objectives, validated module outlines, assessment materials, FAA/CAET/industry alignment, SME review/approval.
2.2 - Create hybrid instructional materials using Digital Learning Tools	Completion and quality of digital learning tools and XR simulations; usability; accessibility; instructional design quality; technical accuracy.
2.3 - Field test and refine modules/courses	Field-test sites and participation; pilot completion; stakeholder satisfaction; module revisions; readiness for release.
2.4 - Integrate digital learning tools and evaluate effectiveness	Student pre/post learning, completion, confidence/satisfaction, DLT/XR acceptance/usability, instructor ratings, employer readiness feedback, work-based learning opportunities.
3.1 - Develop coalitions in specialized avionics areas	Workshops, participant mix, documented best practices/challenges, adoption commitments, visibility and partner feedback.
3.2 - Develop/implement avionics recruitment campaigns and materials	Campaign/toolkit completion, webinars, students reached, awareness/interest, downloads, inquiries, and implementation counts.
3.3 - Sustain/disseminate project findings and archive resources	Resources posted, views/downloads, institutions accessing materials, platform availability, reuse, and archive completion.
4.1 - Provide instructor professional development	PD resources/webinars, instructors trained, confidence/self-efficacy, implementation plans, readiness to use XR-enabled content.
4.2 - Establish a national avionics education network	Community-of-practice participation and engagement, resources shared, meetings, collaborations, and sustained faculty-industry linkages.

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.

**Cost Proposal / Delivery Form**

Total Not-to-Exceed Proposal: \$ _____ DATE: _____

Proposer: _____

ADDRESS: _____

The undersigned proposes to furnish all professional evaluation services, labor, travel, data collection, analysis, reporting, stakeholder engagement, and other items necessary to perform the Scope of Services described in this RFP. Attach a detailed cost schedule by project year and major deliverable/activity, including labor categories, estimated hours/days, rates, travel, and other direct costs.

The total proposed price shall not exceed \$300,000 for the complete three-year scope, including all fees and expenses. The annual amounts must sum to the total proposed price. Payment will be based on the executed contract and accepted services or deliverables, not solely on the budget ceiling.

Annual allocation: Year 1 \$ _____; Year 2 \$ _____; Year 3 \$ _____; Total \$ _____.

WSU TECH IS TAX EXEMPT BY STATE STATUTE. APPLICABLE TAXES MUST NOT BE PASSED ON TO WSU TECH.

Proposed Service Timeline

The undersigned agrees to begin work promptly following execution of the contract or written notice to proceed and to perform services in accordance with the approved evaluation work plan and project schedule.

Proposer shall identify any assumptions or dependencies that could affect the proposed timeline.

Proposed date available to begin services:

Subcontractors / Other Key Personnel:

Identify any subcontractors, consultants, or other entities proposed to perform a material portion of the evaluation services. Include role, scope, and anticipated cost. If none, state "None."

Entity / Individual: _____

Role / Scope: _____

Anticipated Cost: _____



References for Comparable Evaluation Services:

1)

2)

3)



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SIGNATURE SHEET

RFP Number: 2027-03 Closing Date: 10/23/2026 4:00 pm CT

By submission of a bid and the signatures affixed thereto, the bidder certifies all 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 to the State of Kansas.

Legal Name of Person, Firm or Corporation

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

Phone _____ **E-Mail** _____

Signature _____ **Date** _____

Typed Name _____ **Title** _____

Required Documents and Forms

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

- x Cost Proposal / Service Timeline Form
- x Signature Sheet
- x Certification regarding Immigration Reform and Control
- X Disable Vet, Minority/Women Owned if applicable
- x Contract Provisions form
- x Signed Federal Funding Addendum including lobbying certification and any applicable SF-LLL disclosure
- x 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



FEDERAL FUNDING ADDENDUM

RFP Number: 2027-03

RFP Title: NSF ATE AVIATE External Evaluation Services

This procurement is funded, in whole or in part, by a Federal award and is subject to the requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the contract provisions contained in Appendix II to Part 200.

NSF Award Identification and Period. This procurement supports NSF Standard Grant 2600147, Collaborative Research A Consortium to Strengthen Avionics Technician Education, Assistance Listing 47.076. The NSF award period is October 1, 2026 through September 30, 2029. The August 4, 2026 award notice expressly incorporates NSF Grant General Conditions dated May 29, 2026 and NSF Solicitation 24-584. The executed evaluator agreement shall identify the applicable contractor requirements under those terms and the award-specific human-subjects restriction. Contractor performance begins only upon execution or written notice to proceed; the executed agreement must set service and reporting deadlines that fit within the award period unless WSU Tech authorizes a permitted extension in writing. Any later NSF amendments apply only as incorporated into the award and the Contractor's applicable obligations.

By submitting a proposal, the Offeror certifies and agrees to the following:

Compliance with Federal Requirements

The Contractor shall comply with applicable Federal requirements for this procurement and with the NSF award terms identified and incorporated into the executed contract to the extent they apply to the Contractor's work. This Federal Funding Addendum is incorporated into the resulting contract and is not merely a statement that clauses will be added later. Mandatory Federal requirements remain binding; the Kansas Contractual Provisions Attachment remains controlling as provided therein, subject to applicable Federal law. No Contractor work is authorized before contract execution or written notice to proceed.

Debarment and Suspension

The Offeror certifies that neither it nor its principals are suspended, debarred, proposed for debarment, or otherwise excluded from covered Federal transactions. WSU Tech shall verify eligibility before award, including a documented SAM.gov exclusions check, consistent with 2 CFR Parts 180 and 2520. The Contractor shall immediately notify WSU Tech in writing if its certification becomes inaccurate and shall not enter into covered lower-tier transactions with excluded parties.

Byrd Anti-Lobbying Amendment

For this procurement exceeding \$100,000, the undersigned Offeror certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been or will be paid by or on behalf of the Offeror to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, making of any Federal grant or loan, entering into any cooperative agreement, or extension, continuation, renewal, amendment, or modification of any such transaction. If non-Federal funds have been or will be paid for such lobbying, the Offeror shall submit Standard Form LLL, Disclosure of Lobbying Activities, and applicable updates. The Contractor shall include this certification requirement in all covered lower-tier awards, require the corresponding certifications and disclosures, and forward disclosures through WSU Tech. This certification is a material representation of fact upon which reliance is placed in making or entering into this transaction, is a prerequisite under 31 U.S.C. 1352, and is subject to the civil



penalties provided by that statute for failure to file the required certification. The signature below certifies this paragraph as well as the other certifications in this Addendum.

Conflict of Interest

The Offeror shall disclose any actual, apparent, or potential conflicts of interest related to this procurement and resulting contract.

Access to Records

The Contractor shall retain contract-related financial records, invoices, supporting documentation, and performance records for at least three years after WSU Tech submits its final financial report for the NSF award. WSU Tech shall notify the Contractor of that submission date. Records subject to litigation, claims, audit findings, or written retention instructions shall be retained until those matters are resolved and the applicable retention period has expired. The Contractor shall provide WSU Tech, NSF, the NSF Inspector General, the Comptroller General of the United States, any applicable pass-through entity, and their authorized representatives access to pertinent records for examination, audit, excerpts, and transcripts, with timely reasonable access to personnel for interviews. These contractual duties support 2 CFR 200.334 and 200.337, survive termination, and shall be exercised consistently with applicable privacy law.

Required Federal Contract Provisions

The following provisions are incorporated into the resulting contract. Conditional provisions apply only when their stated triggering conditions are met.

- **Termination for Cause and Convenience.** For this contract exceeding \$10,000, WSU Tech may terminate all or part of the contract for convenience on 30 days' written notice identifying the extent and effective date. For material breach, WSU Tech may issue written notice identifying the breach and requiring cure within 10 calendar days; if uncured, WSU Tech may terminate for cause by written notice. Immediate termination is permitted when continued performance would violate law or a mandatory Federal funding restriction. On termination, the Contractor shall stop affected work, mitigate costs, and deliver completed work and work in progress as directed. WSU Tech will pay for satisfactory services performed through the effective date and reasonable, documented, unavoidable closeout costs approved by WSU Tech, within the contract ceiling, less prior payments; no anticipated profits on unperformed work are payable. For cause, WSU Tech retains its lawful remedies and may reject deficient work. The existing lack-of-appropriation provision remains applicable.
- **Equal Employment Opportunity.** The Contractor shall comply with the applicable anti-discrimination requirements in the Kansas Contractual Provisions Attachment and other applicable law. The construction-specific clause referenced in Appendix II(C) is not triggered by the professional evaluation services described in this RFP.
- **Construction Wage Requirements (when applicable).** No construction is included in this scope. Davis-Bacon and Copeland Anti-Kickback provisions under Appendix II(D) are not triggered by this procurement. If scope is changed to include covered construction, WSU Tech must incorporate the applicable clauses and wage determination before that work is authorized.
- **Contract Work Hours and Safety Standards Act (when applicable)** The current professional evaluation scope does not involve employment of mechanics or laborers and does not trigger Appendix II(E). Any amendment introducing covered work must first incorporate the applicable statutory and 29 CFR Part 5 requirements.



- Clean Air Act and Federal Water Pollution Control Act (when applicable) Because the aggregate contract exceeds \$150,000, the Contractor shall comply with applicable standards, orders, and regulations issued under the Clean Air Act, 42 U.S.C. 7401–7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251–1387. The Contractor shall promptly report violations to WSU Tech so that WSU Tech can report them to NSF and the appropriate EPA Regional Office and shall cooperate with required reporting and corrective action.
- Rights to Inventions (when applicable) If this contract constitutes a funding agreement for experimental, developmental, or research work with a small business firm or nonprofit organization, the applicable requirements of 37 CFR Part 401 and NSF implementing requirements apply. WSU Tech shall determine applicability and incorporate the prescribed patent-rights clause before authorizing such work. This paragraph does not assign invention ownership or replace the prescribed clause when required.
- Debarment and Suspension If the Contractor breaches the contract, WSU Tech may require correction or reperformance, reject nonconforming deliverables, withhold payment for disputed or unaccepted work, terminate as provided above, and seek other remedies available under applicable law. Remedies will be proportionate to the breach and consistent with the Kansas Contractual Provisions Attachment. This clause supplies contractual remedies even if the final contract is below the applicable simplified acquisition threshold.
- Covered Telecommunications and Video Surveillance. The Contractor shall not charge this contract for covered telecommunications or video surveillance equipment or services prohibited by 2 CFR 200.216, including prohibited systems using such equipment or services as a substantial or essential component or as critical technology. The Contractor shall promptly notify WSU Tech of any prohibited charge or proposed acquisition, cooperate in corrective action, and include the applicable prohibition in lower-tier contracts funded by this contract.

Domestic Purchasing Preference. To the greatest extent practicable and consistent with law, the Contractor should provide a preference for goods, products, and materials produced in the United States, as described in 2 CFR 200.322, and shall include these requirements in applicable subcontracts and purchase orders under this contract. This preference concerns goods and materials and does not create a domestic-residency qualification for evaluators.

Recovered Materials. When 2 CFR 200.323(a) applies to purchases under this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, 42 U.S.C. 6962, and EPA guidelines at 40 CFR Part 247, including applicable designated-item purchases above \$10,000 or for which the preceding fiscal-year quantity acquired exceeded \$10,000. This is a conditional purchasing requirement; the value of this service contract alone does not trigger designated-item requirements.

Payment and Performance. The executed contract shall identify the service start and end dates, negotiated payment basis and schedule, required deliverables, and WSU Tech’s acceptance process. Invoices shall describe services and deliverables completed and include the cost detail required by the contract. Payment requires verification of satisfactory performance. Deliverable acceptance addresses contract completeness and quality and shall not be conditioned on favorable findings; evaluator independence shall be preserved.



Subcontractors

The Contractor shall flow down each applicable Federal clause to lower-tier contracts according to its scope and threshold, obtain required lobbying certifications and disclosures, and verify exclusion eligibility for covered lower-tier transactions. If subcontracts are let, the Contractor shall apply the consideration of small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms described in 2 CFR 200.321. A subcontract does not relieve the Contractor of responsibility for performance.

Certification

By submitting a proposal, the Offeror acknowledges and agrees to comply with the requirements of this Federal Funding Addendum.

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

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 has 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 PROVISIONS ATTACHMENT
Wichita State University Campus of Applied Sciences &
Technology (WSU Tech)
DA-146a (Rev. 02-26)

The parties agree that the following provisions are hereby incorporated into the agreement in which this attachment is incorporated and made a part thereof (the "Agreement"):

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 the Agreement and any other document relating to and a part of the Agreement. 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 the Agreement and for the payment of the charges hereunder, the College may terminate the Agreement at the end of its current fiscal year. The College 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 College 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 College, title to any such equipment shall revert to Contractor at the end of the College'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 College 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 College 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 College 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 College, as defined in college policy.
7. **Arbitration, Damages and Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or the College have agreed to binding arbitration, or the payment of damages or penalties. Further, the College 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 College 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 College 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 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 College's contracts are generally public records. Accordingly, no provision of this contract shall restrict the College'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 College 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 College 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 College 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 College 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 College officials who seek the information within the context of his/her professionally assigned responsibilities and used within the context of official College business. Contractor shall promptly report to the College any request for or improper disclosure of College'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 College 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). College 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 § 120.6, or otherwise declared ineligible for the award of contracts by any Federal agency. Contractor shall provide immediate written notice to the College 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 College's premises in the performance of any contract, Contractor and its representatives will adhere to the College's reasonable safety and security policies and procedures and will use commercially reasonable efforts not to interfere with the College's regular operations. Contractor further agrees to, upon request, include the College as an additional insured on its general liability insurance policy on a primary and non-contributory basis and provide the College with a certificate of insurance.
19. **Accounts Receivable Set-Off Program:** If during the course of this contract Contractor is found to owe a debt to the State of Kansas, College payments to Contractor may be intercepted / set-off by the State of Kansas as set forth by law. Notice of the setoff action will be provided to Contractor. Pursuant to K.S.A. 75-6201, *et seq.*, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, Contractor shall credit the College's account showing payment has been made in an amount equal to the funds intercepted. K.S.A. 75-6201, *et seq.* allows the Director of Accounts and Reports to set off College payments to Contractor against debts owed by Contractor to the State of Kansas. Payments set off in this manner constitute lawful payment for services or goods received. Contractor benefits fully from the payment because its obligation to the State of Kansas is reduced by the amount subject to setoff.
20. **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.
21. **Defend Trade Secrets Act:** Notwithstanding any confidentiality obligations set forth in the Agreement and any other confidentiality provision or document relating to the Agreement, Contractor understands that, pursuant to the Defend Trade Secrets Act of 2016, Contractor will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Contractor understands that in the event it is determined that disclosure of trade secrets was not done in good faith pursuant to the preceding sentence, Contractor will be subject to substantial damages, including punitive damages and attorneys' fees.
22. **Force Majeure:** WSU Tech shall not be liable to Contractor or any third party for any failure or delay caused by events beyond WSU Tech's reasonable control, whether foreseeable or unforeseeable, including but not limited to: an act of God; inevitable accident, fire, labor dispute, riot or civil commotion; act of public enemy, terror, or war; governmental act; epidemic; pandemic (including but not limited to COVID-19); viral outbreaks; outbreaks of communicable disease or any other public health crisis; quarantines or other restrictions; national or regional emergencies; regulation or rule; governmental regulations or restrictions on travel, movement, and large gatherings; failure of technical facilities; national day of mourning; emergency announcement or news bulletin; inability to obtain supplies, delays in transportation, embargoes; or other reason beyond the reasonable control of WSU Tech (each, a "Force Majeure Event"). WSU Tech shall notify Contractor as soon as reasonably practicable of any Force Majeure Event and use its reasonable best efforts to mitigate and remedy the adverse effects of such Force Majeure Event. In the event said Force Majeure Event persists for more than thirty (30) days, WSU Tech shall have the option to terminate the Agreement without penalty.



23. **Use of Name:** Contractor shall not use any WSU Tech marks without the prior written consent of WSU Tech, which consent may be withheld or granted by WSU Tech in its sole discretion, at any time. For purposes of this Agreement, “WSU Tech’s Marks” is defined as WSU Tech’s characters, colors, emblems, designs, identifications, logos, mascots, name, service marks, symbols, trademarks, and all trade names which are owned, licensed to or controlled by WSU Tech. Should Contractor be granted use of the WSU Tech Marks such grant of rights shall be (a) royalty-free, non-exclusive and non-assignable; (b) for the limited purpose of publicizing the Performance; and (c) in accordance with WSU Tech’s Brand Identity Standards, as amended from time to time. Contractor shall not use the WSU Tech Marks for any other purpose not explicitly permitted by WSU Tech hereunder and/or approved in advance by WSU Tech in writing. Contractor shall immediately cease all uses of the WSU Tech Marks upon expiration or termination of this Agreement. WSU Tech may require Contractor to cease using the WSU Tech Marks at any time. Under no circumstances shall Contractor use the WSU Tech Marks in any way that would constitute endorsement, approval, or underwriting of any corporation, product, activity, idea, service or contract by WSU Tech.
24. **Dispute Resolution:** In the event a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties agree to meet and confer in a good faith effort to resolve the dispute. In the event the parties are unable to informally resolve the dispute within a reasonable amount of time after the dispute has arisen, then either party may pursue any remedy available under applicable law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement.

Signature

Date