Kansas City Kansas Community College™

Request for Proposal/Bid 26-001	
Bookstore Point of Sale (POS) and Inventory Management System	
RFP/Bid Issued:	February 27, 2026
Question/clarification deadline:	March 6, 2026 10:00 AM CST
Proposals/Bids Due:	**March 27, 2026 10:00 AM CST**
Buyer:	Linda Burgess Purchasing Specialist Kansas City Kansas Community College 7250 State Avenue, Kansas City Kansas 66112 Email: lburgess@kckcc.edu

FORM A

RESPONDENT ACKNOWLEDGEMENT

RFP 26-001

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign, and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Phone #	Date
Fax #	Tax ID #
Email Address	

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REQUEST FOR PROPOSALS NO. 26-001

PROFILE OF KANSAS CITY, KANSAS COMMUNITY COLLEGE

Kansas City Kansas Community College is a centrally located public 2-year institution in the Kansas City metropolitan area, in northeast Kansas. The College was founded in 1923 and is accredited by the Higher Learning Commission. KCKCC's Main Campus and Technical Education Centers are within the city limits of Kansas City, Kansas, located within Wyandotte County near State Avenue and College Parkway. The College also serves Leavenworth County with a satellite center, Pioneer Career Center.

The stated mission of KCKCC is "Inspire individuals and enrich our community one student at a time."

INSTRUCTIONS FOR SUBMITTING PROPOSALS

SECTION 1: GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

A. Must submit three (3) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. A pdf copy of the proposal should be emailed to lburgess@kckcc.edu by the deadline. Paper copies should be mailed or delivered to 7250 State Avenue, Kansas City, Kansas 66112, Attention: Linda Burgess, Purchasing Specialist, Administrative Offices, Upper Jewel.

B. The College reserves the right to waive defects and informalities in submittals, to reject any or all submittals, or to accept any submittals as may be deemed in the best interest of the College, in its sole discretion.

C. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.

D. Any exceptions taken to the terms, conditions, or specifications of the RFP must be clearly noted in the submittal as follows: **Exceptions to RFP 26-001.** If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the RFP in its entirety, and any exception after submittal will be held invalid and/or cause to reject the submittal, in whole or in part, at the sole discretion of the College.

E. Questions and information pertaining to any item of this request may be obtained by submitting a request via email prior to the submittal deadline as noted on Page 1. Except in writing as noted on page 1, no other communication will take place between respondents and employees of the College during the RFP process.

F. Services shall *not* be subcontracted or assigned, in whole or in part, without the express written consent of the College. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.

G. It is the responsibility of each respondent to become familiar with the requirements of this RFP. Lack of knowledge concerning the RFP's requirements will not relieve the respondent of conditions submitted in response to the submittal.

H. If it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all respondents on record as having received the RFP and posted on the College's website. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**

I. The College will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.

J. In all cases, no verbal communication will override written communication, and only written communications are binding.

K. The College shall not be obligated to return the respondent's submittal once submitted, whether or not the submittal is withdrawn.

SECTION 2: EVALUATION CRITERIA

Evaluation will be in accordance with the College's policies and practices and purchasing policy. The College shall base its selections for professional services required for a project upon, but not limited to, the following criteria:

A. **Approach to the Scope of Services.** The scope of the services offered and the extent to which they meet or exceed the requirements of the College.

B. **Personnel.** Professional credentials and experience of all personnel who will be involved with the project. The specialized experience and technical competence of the respondent with respect to the type of services required.

C. **Capacity to Perform the Work.** The capacity and capability of the respondent to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project. Total resources of the respondent that can be applied to the Project, including project schedule.

D. **Experience.** The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules. Previous experience with similar or like services as outlined in this RFP, including references, level of satisfaction of present and former clients with accounts of comparable size and complexity.

E. **Familiarity.** The respondent's proximity to and familiarity with the College and/or higher education. Understanding of the scope and work required, as evidenced by the submittal and the ability of the respondent to deliver services as requested.

F. **Fee Proposal.** Selection will be made based upon the most responsible respondent in the sole discretion of the College, including costs. A responsible respondent is a firm who has the capability and experience in all aspects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

SECTION 3: PROPOSAL SUBMITTALS

Bid/Proposal Format – the following should be clearly identified in your proposal:

.   **Respondent Acknowledgement Sheet** – Completed copy of page 2 of this RFP.

.   **Company Overview and History** - Describe your company, officers, number of employees, and operating policies. State the number of years your organization has been in business and the financial stability of your company (no more than 2 pages).

.   **Experience/References** – Describe your experience in performing the services requested in this RFP. Indicate if you have previously contracted with KCKCC, and if any contract with KCKCC was terminated or declared in default by the College due to performance, breach, or other concerns. Provide three (3) references, preferably those that include current and former public higher education clients for similar work.

.   **Key Personnel** – Identify key personnel who would be assigned to this project to provide the services described in the Scope of Work, highlighting the primary point of contact for the College. Include an organizational chart and resumes as appropriate.

.   **Project Approach** – Describe in detail the approach to the project. Provide a detailed, task-oriented timeline for the project as it relates to the project requirements.

.   **Fee Proposal –** Describe how your firm is compensated for services and describe all fees for services on our account. Include itemized costs for all components and features to be delivered. Unless stated, the College shall assume that no other fees will be assessed in connection with the provision of services.

TERM OF AGREEMENT
The initial term of this Agreement shall be one (1) year, commencing upon the date of execution by the College. The College may extend the term of this Agreement by one (1) year increments for a total of four (4) additional years, upon annual notice to the proposing party. In the event funding approval is not obtained by the College, this Agreement shall become null and void effective the start date of the most recent extension. During extension periods, all terms and provisions of this Agreement shall re-main in effect. In no event shall hardware and services pricing for renewal periods exceed 3% of the previous year's pricing.

SCOPE OF SERVICES

SECTION 1: INTRODUCTION TO PROJECT

Scope of Work provides Contractors a description of the goods/services being purchased under this RFP/RFB. This RFP/RFB, Contractual Provisions Attachment, Response, including all documents appended to the response and expressly agreed to by the parties as set out in the Award Contract, any purchase order, and Award Contract, as applicable, will hereafter be collectively referred to as the "Agreement".

1.1 PRE-PROPOSAL/PRE-BID CONFERENCE
   INTENTIONALLY OMITTED

1.2 SCOPE OF WORK

   A. Purpose: The College intends to acquire a Software as a Service (SaaS) Bookstore Point of Sale (POS) software and hardware system solution to include Inventory Management, Customer Relationship Management, Financial Reporting, and eCommerce components, hereafter often referred to as the "system solution".

   B. Background Information and System Solution Objectives:
   The Kansas City Kansas Community College Bookstore has two store locations: one on the Main Campus and one at our Technical Education Center campus. While sales have fluctuated over the years, we have seen steady increases, with the biggest change occurring in the Inclusive Access realm.

Sales Fiscal Year	2025	2024	2023
Main	$1,074,755.15	$1,032,492.10	$1,084,196.60
IA	$357,790.47	$358,870.11	$143,900.02
Web	$149,116.82	$137,949.59	$169,951.79
TEC	$300,596.47	$347,067.02	$346,254.68
Total	$1,882,258.91	$1,876,378.82	$1,744,303.09

   Bidder's Responsibility: It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Procurement Services Department if any language, specifications, or requirements of a solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the solicitation to a single source. All communications from bidders regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from KCKCC, unless the solicitation specifically refers the bidder to another contact.

   Such communication should be received at least ten calendar days prior to the official proposal opening date.

C. RFP Timeline

The timeline presented in the table below are approximate dates and not all activities may occur. For example, it shall be at the sole discretion of the evaluation team as to whether system demonstrations are requested and with which vendors. As well, the need for Best And Final Offers (BAFOs) may not occur where the College determines to proceed with contract award without negotiations. The College reserves the right to cancel the RFP at any time if deemed in the best interests of the College.

Activity Description	Approximate Date(s)
RFP Issuance	
RFP Questions Due	
RFP Proposals Due	
System Demonstrations* *Anticipated to occur sometime during the specified timeframe*	.
Best And Final Offer*	
Finalize Evaluation*	
Submit Recommendation for Award to Management Committee & Board of Trustees	
Contract Award	.

D. Information and Communication Technology (ICT) Accessibility Standards: The accessibility of the College's Information and Communication Technology (ICT) products and services to individuals with disabilities is essential. The College intends to give disabled employees and members of the public access to information comparable to the access available to others unless an undue burden would be imposed on the College. It is the College's goal to acquire products that achieve the highest degree of conformance to the Federal Section 508 Revised Accessibility Standards while also balancing that consideration with the technical and functional requirements needed as expressed in the solicitation or statement of work. The contractor shall submit a completed Voluntary Product Accessibility Template (VPAT) that discloses the degree to which the products being provided comply with the applicable accessibility requirements of the ADA Title II Digital Accessibility Standards can be found at the following website:
Americans with Disabilities Act Title II Regulations | ADA.gov

The contractor's disclosures of the degree of compliance to the applicable ICT Accessibility Standards as stated in the contractor's VPAT response shall become contractually binding for the contractor to fulfill and maintain that degree of compliance for the duration of the contract term including renewal periods.

a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder. If the complaint involves ICT Accessibility standards that the contractor's VPAT disclosed full compliance with such standard(s), then the contractor shall resolve such complaints by bringing the product into compliance with the applicable ITC Accessibility Standards at no additional cost to the College. The contractor shall indemnify and hold harmless

the College from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

b. As applicable, the contractor must abide by the WCAG 2.1, Level AA which can be found at the following website:https://www.federalregister.gov/documents/2024/04/24/2024-07758/nondiscrimination-on-the-basis-of-disability-accessibility-of-web-information-and-services-of-statefor any Web-based system

c. The accessibility of the Proposer's system solution will be considered in the subjective evaluation. The College recognizes that many commercial products do not conform 100% to the ICT accessibility standards. Therefore, in evaluation of the Technical Capabilities/Project Approach, the College shall subjectively evaluate the Proposer's proposal response, in particular, but not limited to the Proposer's VPAT submittal, based on the degree of conformance to the accessibility standards.

General Technical/ Functional Specifications:

The contractor must provide a bookstore Inventory Management, Customer Relationship Management (CRM), e-Commerce, and Point Of *Sale* (POS) software system solution that would support both textbooks and general merchandise sales. The system must provide a comprehensive perpetual inventory management system designed specifically for the college and university bookstore industry that maintains real time inventories at the store, department, class, category, SKU, and size/color/imprint level as appropriate. Further, the contractor must provide a mobile POS solution for use in off-site bookstore events that fully integrates with the primary POS system solution.

. The contractor must provide a system solution which is generally available; e.g., not in beta or test; and currently in production and in use in an Educational Institution client environment as proposed. Prototypes or items in test production and not formally announced for market availability shall not be accepted. Completely new software development of the system components shall be considered unacceptable.

. The contractor must have previously installed the proposed system solution in a higher education institution bookstore client environment within the past three (3) years (between January 1, 2022 to December 31, 2025).

2. The mobile platform of the system solution must support iOS, Android, and various mobile devices/browsers for current versions, plus at least three (3) prior operating system versions (backwards compatibility) for these devices and browsers.

. The mobile platform should have the ability to access the ERP and process transactions via
   laptops, tablets, and smartphones (i.e. iOS and Android devices).
. The mobile platform should allow a user to initiate and approve Purchase Requests.
. The mobile platform should initiate and approve Journal Vouchers.
d. The mobile platform should allow authorized users to run and view reports.

3. The system application shall be easily navigable by novice users utilizing commonly accepted forms of browsers, including but not limited to Microsoft Edge, Mozilla/Firefox, Chrome, Safari, etc. The system application should maintain compatibility with these common browsers as well as the previous iteration (backwards compatibility for at least the prior browser version). The system solution shall utilize graphical user interface (GUI) or web interface screens.

4. The contractor must have a mechanism to substantially ensure system reliability so that the College's information/data is protected and stored so as to substantially prevent such information/data from being deleted and/or lost due to system failure(s). The contractor shall provide business continuity and disaster recovery plans for the system solution.

5. The system must have multi-store capability with separate inventory and financial reporting for each store.

6. The system is fully integrated with/between all modules (Inventory Management, POS, Reporting, eCommerce, CRM).

7. The system solution should allow for easily customizable data fields and feature configuration options.

8. The system must be capable of being integrated into/with existing college/bookstore network and applications (e.g., financial, payment processing, etc.). At a minimum, the proposed system solution must have a two way integration with the Ellucian Colleague systems. The integrations with 3rd party systems should be done in real-time, synchronous fashion.

9. The system should support Single Sign On methods.

Point of Sale & eCommerce Specifications

1. The POS system solution must provide all standard Point of Sale transaction processing features. The system should allow for full integration through various sales channels of in person transactions, website eCommerce transactions, as well as mobile transactions. An e-commerce solution should be compatible with mobile devices. Throughout these various sales channels, the inventory product levels should be kept up to date in real time with system safeguards in place to ensure that there is mitigation of any double selling of items (e.g., specifically serial numbers for serialized items), giving false sales for products that have already been sold out through another sales channel.

2. The system must be completely PCI compliant, capable of processing EMV (chip card) transactions, and has customers currently processing EMV transactions. The proposed system solution should also allow for contactless pay mechanisms such as Apple pay, Android pay, etc. The system must provide security measures to protect customer data.

3. The Contractor must provide all hardware necessary to operate the POS (cash drawers, scanners, card readers, etc.). As noted on page 4, there are currently 8 POS stations and a need for 1 mobile (a 9th) POS solution.

4. The system must allow for split payments across multiple payment methods (cash, credit card, gift card, campus card, etc.).

5. The system must allow for promotions and vouchers or other discounting mechanisms to be utilized in a transaction.

6. The system must allow an authorized user to perform price overrides. It is desirable that the

system allows for the user to document/notate the reason why there was a price override.

7. The system must have the ability to suspend transactions at POS if customer wants time to add on items in order.

8. The system must be able to handle customer product returns at cash register and initiate returns online.

9. The system must generate sales receipts. The system should provide the option to email receipts at the Customer's choosing instead of printing out a hard copy receipt. It is desirable to have the ability to add logos, personalized messages, customized header and footers on receipts.

10. There must be a consistent payment methodology between the POS, Order Entry, eCommerce components for cash (as applicable), credit card, gift certificates, ApplePay/Android Pay, etc.

11. The system must allow for an authorized user to perform a "no sale" transaction.

12. System must include the ability to sell digital items (e.g., Vitalsource, Redshelf, etc.) at Point of Sale.

13. The system has an embedded/integrated e-commerce solution
14. The application shall provide flexible promotional capabilities through POS and e-Commerce channels.

15. The system should be capable of processing 'on account" charges for customers using their college account. The system should be able to charge and refund student accounts. The system should be capable of alerting bookstore customers about the status of their accounts.

16. The system solution should have the ability to manage accounts, modify information, merge duplicate accounts, archive, purge, and have audit trail capabilities.

17. The system must have a financial aid module that allows for book vouchers and 3rd party vouchers.

18. The eCommerce component of the system solution should have the ability to support thousands of simultaneous active customers without the degradation of website response times.

19. The eCommerce component should support different international languages.

20. The eCommerce solution should allow for shipping requirements that calculate the shipping charge for the customer depending on multiple variables such as location, method, order value, order size, etc.

21. The eCommerce solution should allow customers to see their order status and history.

22. The eCommerce solution should allow customers to search for products using keywords, product SKUs, etc.

23. The eCommerce solution must interface with payment gateways seamlessly.

Inventory Management Specifications:

1. The system solution must provide inventory management features and capabilities standard for a College Bookstore environment.

2. The system must have textbook specific features, including publisher master files, bibliographic database, adoption management, purchasing, electronic order communication, receiving, returns processing, buyback, a full rental management suite including multiple rental durations for one item, and full management/user driven reporting utilizing easy to use reporting tools. The system must also have a full merchandise suite and robust reporting and sales analysis capabilities.

3. Wherever coded values are used, a consistent method of browsing through possible codes and their descriptions should be made available to the system user. For example, drop down list boxes.

4. The system should be flexible and accommodate expansion in order to meet future needs of the Bookstore, such as additional products, services, point of sale items, other fee processing needs, etc.

5. The system should easily and quickly search for a customer or product based on key information known about the customer or product.

6. The system should have the ability to set up and maintain a merchandise hierarchy, preferably with an unlimited number of levels in the hierarchy.

7. The system should have the ability to set up and maintain multiple attributes at different levels within the hierarchy structures.

8. The system should allow for global/mass changes to the merchandise hierarchy (e.g., add new information, change categories mapping to old categories, etc.).

9. The system should provide an allocation and replenishment strategy and structure to the inventory management.

10. The system should have various analysis and reporting capabilities to report on such things as (but not limited to) Out-of-Stock items, Over-Stock items, Low Stock items, In-Stock items, etc.

11. The system must have the ability to track inventory quantities down to the style/color/size (SKU) level.

12. The system must have the ability to adjust stock levels (and financial values) systemically across all modules and sales channels based on transaction activity (Sales *[POS, Mobile, eCommerce Website},* returns, transfers, stock counts, etc.)

13. The system should have the ability to account for charity contributions.

14. The system should have the ability to account for and inventory gift cards.

15. The system should have the ability to provide online real-time inquiry and update of inventory count balances.

16. Additional equipment required includes 4 price tag printers - 2 textbook bar code printers and 2 merchandise long tag printers.

Customer Relationship Management (CRM) Specifications: include a Customer Relationship Management (CRM) functionality (total view of student/customer information across all channels and sales history information). This CRM functionality should allow for customer account profiles that track pertinent customer information such as first and last name, telephone number, email address, mailing address, and student ID number.

1. The CRM component of the proposed system should allow a customer profile to include multiple telephone numbers, email addresses, and mailing addresses.

2. An authorized user should be allowed to associate a customer or group of customers within a specific category (e.g., student, faculty, parent, alumni, etc.).

3. The system should allow authorized users to create and distribute a blast of emails for promotional/informational announcement purposes.

4. There should be an audit trail for modifications that are made to customer accounts.

Reporting Capabilities:

I. The system solution must have standard management, financial, and audit reporting capabilities. The proposed system solution's reporting capabilities must allow for the export of reporting data into other applications, such as CSV, PDF, Word, Excel, etc.

2. The system solution should allow for ad hoc reporting and various search/querying capabilities.

3. The system has a finance/general ledger module that includes accounts payable and accounts receivable submodules.

Security Requirements:

1. **Data Storage and Handling:** In accordance with the College's Data Classification and Security Policy 530.00 and Procedure 530.01, Contractor agrees that all College Data, as defined therein, will be stored, processed, and maintained solely in locations owned, controlled or licensed by the College. Contractor agrees to encrypt all College Data according to generally recognized industry standards and best practices, and that in no event shall College Data be accessed, transferred, or stored outside of the USA, except for the purposes of Contractor's technical support services only.

2. **Data Usage:** Contractor shall be prohibited from using College Data, as defined in the College's Data Classification and Security Policy 530.00, collected through the performance of the resulting Award Contract for any purpose not approved in writing by the College. Contractor acknowledges and agrees that all College Data collected pursuant to the Award Contract is the property of the College and shall not be sold or made available to a third party without the prior written authorization of the College.

3. **Data Security:** Contractor agrees to preserve the confidentiality, integrity, and accessibility of Restricted or Sensitive Data, as defined by the College's Data Classification and Security Policy 530.00 and Procedure 530.01, and including any "personal data," as defined by the GDPR and collected pursuant to the resulting Award Contract. Contractor shall use administrative, technical, physical, and

other safeguards that conform to generally recognized industry standards and best practices to prevent any unauthorized or unlawful use, access, alteration, loss, release or disclosure of College Data ("Breach").

a. Contractor must propose, implement, and support security for any College website or system application managed or controlled by Contractor pursuant to this Agreement (the "System"). Security provisions must support the integrity and privacy of all College Data provided by users, including personally identifiable information and any financial transactions.

b. The System must provide for access based on a user role within the System and be linked to individual user IDs and passwords. The System should enable and/or disable security features within the System based on a user's role. The System should have the ability to create various security roles and assign these roles to specific users or groups.

c. Contractor shall operate and maintain the System servers in good working order with access restricted to qualified employees of the Contractor and persons specifically designated by the College. The Contractor shall undertake and perform the measures described herein to ensure the security, confidentiality and integrity of all of College Data or other proprietary information transmitted through or stored on the System server, including, without limitation: (i) firewall protection; (ii) maintenance of independent archival and backup copies of the System and all College content, and (iii) protection from network attacks and other malicious, harmful, or disabling data, work, code or program. The level of protection from network attacks and other malicious codes/programs must be secure enough for known virus protection and must be updated periodically (at a minimum monthly) to protect from new attacks and virus codes.

4. **Data Center Certifications:** Prior to execution of this Agreement, at least once per year thereafter, and immediately after any actual or reasonably suspected Breach, Contractor shall at its expense conduct or have conducted the following: FIPS or ISO certification or SSAE 16/SOC audit. In addition, Contractor shall conduct a vulnerability scan and penetration test on the System components relevant to this Agreement. Contractor shall provide a copy of the certifications and reports to the College. If any SOC audit identifies deficiencies, Contractor's plan for addressing or resolving such deficiencies shall be shared with the College within 60 days of Contractor's receipt of the audit results.

5. **Data Center Inspections:** Contractor agrees to have an independent third party (e.g., Cap Gemini, Ernst & Young, Deloitte & Touche, or other industry recognized firms) security audit performed at least once a year. The audit results and Contractor's plan for addressing or resolving shortcomings identified in the audit results shall be shared with the College within 60 days of Contractor's receipt of the audit results. The audit should minimally check for buffer overflows, open ports, unnecessary services, lack of user input filtering, cross site scripting vulnerabilities, SQL injection vulnerabilities, and any other well-known vulnerabilities.

. Contractor agrees to allow the College or consultants hired by the College to perform remote security scans of the Cloud Services Environment, subject to mutually agreeable scope and scheduling. Contractor shall, in consultation with the College, identify and promptly implement any remedial measures necessary to address vulnerabilities or errors. Correction of vulnerabilities and errors will be performed by Contractor without a separate or additional charge.

6. **Data Access/Disposition upon Termination:** Upon request by the College made before or within sixty(60) days after the effective date of termination and at no additional cost, Contractor shall make available to the College a complete and secure (i.e. encrypted and appropriately authenticated) download file of the College's data in XML or other acceptable format including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format.

7. **Data Breach:** In the event of any Breach, Contractor shall notify the College's project manager for this project via e-mail or telephone within one (1) hour of discovery, followed by written notice within one (1) day. Contractor's written notice shall include: (i) the nature of the Breach; (ii) College Data accessed, used or disclosed; (iii) the person(s) who accessed, used and disclosed and/or received such College Data (if known); (iv) what Contractor has done or will do to mitigate any deleterious effect of the Breach; and (v) what corrective action Contractor has taken or will take to prevent a future Breach. Contractor shall provide such other information as reasonably requested by the College. Contractor shall indemnify and hold harmless the College for any losses arising from any Breach, whether intentional or unintentional.

Support Requirements:

1. The contractor, as needed, if needed, should provide implementation setup and configuration support services for the system solution with the intent of system go-live to occur in July 2021.

2. The contractor should provide virtual/online training services for the solution for up to 20 users. Training sessions may be categorized by user type, topic, and/or number of users in an online class, etc. The contractor should provide online "how to" help documentation for the system functionality to refer to as needed, if needed. The contractor shall provide additional training services as needed for upgrades and system changes that will occur during the next five (5) years.

3. The contractor shall provide technical help desk support services as well as maintenance support for the system solution, including software and hardware components provided by the Contractor. Maintenance services shall include, at a minimum, the detection and correction of application errors and hardware malfunctions according to the specifications described in the contractor's documentation of system solutions. As well, maintenance services shall include the implementation support of all program changes, system configurations, new releases/updates, upgrades, enhancements, and new versions of the solution.

. Maintenance/ Technical Support live helpdesk service coverage should at a minimum, be 9 hours a day, five days a week, preferably between the hours of 8:00 a.m. to 5:00 p.m. central time, excluding Federal holidays.

. The contractor should have a mechanism to provide electronic support from the contractor for end user questions, preferably 24 hours a day, 7 days a week, 365 days a year.

. Ticket management system to track progress on current and past issues

DEMONSTRATION OF SYSTEM: After an initial evaluation screening process, only the highest ranked pro-posers may be required to provide a demonstration of his/her system's capabilities via an online remote system demonstration. The demonstration shall be conducted at no cost to the College. The purpose of the demonstration is to provide further clarity and verification of the solution's capabilities. The evaluation of the system demonstration shall be considered within the evaluation criteria of Features, Functionality & Support Services of the System. The Proposer shall have the right to deny participation in the system demon-stration; however, doing so may result in negatively affect the evaluation consideration for the Proposer's proposal response.

GENERAL CONTRACT TERMS AND CONDITIONS

SECTION 1: GENERAL TERMS

A. **Governing Law.** A standard contract document will be negotiated once the successful respondent(s) has been selected. Per state statute, Form DA-146a is required and the State of Kansas will be the governing law.

B. **Independent Contractor.** The respondent is now and shall remain a separate and independent entity from the College.

C. **Submittal.** The submittal received from the successful respondent, along with the RFP, will be incorporated into the Agreement between the College and the respondent, and all provisions therein shall be provided by the respondent in accordance with the requirements of the submittal, unless superseded by the terms and conditions of the Agreement, RFP, or any subsequent amendment. **No contract award shall exist until an agreement is approved by the College and executed by both parties.**

D. **Term.** The agreement shall include the project schedule and acceptance of the final product. The initial term of the agreement shall be one (1) year with four (4) renewable years. The contract will automatically renew unless the College provides notice at least thirty (30) days prior to the expiration of the annual renewal period.

E. **Insurance.** While performing the services, the respondent will maintain minimum insurance coverage specified herein. The College will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of the College as an additional insured shall not in any way nullify coverage for claims or actions the College may have against the respondent. The respondent will provide the College certificates evidencing the required coverage prior to commencing services.

Type of Coverage	Limits of Liability
Workers' Compensation	Statutory
Employers' Liability	$500,000
Comprehensive General Liability	$1,000,000 per occurrence, $2,000,000 aggregate
Automobile Liability	$1,000,000 per occurrence, $2,000,000 aggregate
Umbrella	$2,000,000
Professional Liability	$1,000,000 per claim

F. **Equal Employment Opportunity Clause.**
Respondent hereby agrees to the following provisions:

1. **No Discrimination**

   The respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other classification protected by law. The respondent will ensure that applicants are employed, and that employees are treated during employment

without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin or any other classification protected by law.

2. **Posting Non-Discrimination Notices**

The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other classification protected by law.

3. **No Retaliation**

The respondent will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant, or for filing a complaint of discrimination. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the respondent's legal duty to furnish information.

4. **Noncompliance**

In the event of the respondent's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the respondent may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5. **Subcontractors**

The respondent will include the nondiscrimination provisions herein in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

6. **Secretary of Labor Compliance**

The respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of respondent and subcontractors with the equal employment opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

G. **Debarred Contractors.** The respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order, and will carry out such sanctions and penalties for violation of the equal employment opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the respondent

agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the respondent under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such respondent; and refer the case to the Department of Justice for appropriate legal proceedings.

H. **Smoke and Tobacco-Free College.** The respondent agrees to abide by the Smoke and Tobacco-Free College policy for all employees and subcontractors while at College locations.

I. **Sales Tax Exemption.** The College is exempt from sales tax and it should be excluded from all proposals.