NOTICE TO VENDORS

Invitations are extended for bids/proposals on the attached document.

ITEM: Business Intelligence and Analytics Consulting

USING DEPARTMENT: Kansas State University – Office of Chief Information Officer

PERIOD OF CONTRACT: Date of Award through Project Completion

GUARANTEE: none required

SCOPE OF INVITATION:

Kansas State University (KSU or K-State) is seeking a data and analytics consultant to assist in identifying solutions and services that will enable the University to achieve the following objectives:

- Enable an information-driven organization that utilizes analytics and business intelligence for strategic decisions
- Increase consistency and accuracy of data and information through coordination and controls
- Establish oversight, administration, and governance for the University community
- Streamline data interfaces and integrations across multiple systems including student, financial, and employee
- Unify data sources and provide a secure environment for business intelligence and analytics
- Visualize large amounts of complex data to quickly identify trends and patterns
- Consider future opportunities for artificial intelligence and machine learning

Pre-proposal conference will be held at 10 a.m. CST, March 11, 2020 via Zoom.

READ THIS INVITATION CAREFULLY

Inquiries about this Invitation should indicate the proposal number and be directed to the Purchasing contact. Return in a sealed envelope or other container only the signature page, cost page, and supporting documentation no later than the closing date indicated above. Retain the remaining documents for reference.
GENERAL INFORMATION

Kansas State University was founded in 1863 as the country’s first operational land-grant university. Kansas State University has campuses in Manhattan, Salina and Olathe; Global Campus, which serves distance education students; and K-State Research and Extension has a presence throughout Kansas. Forbes magazine, The Princeton Review and U.S. News & World Report have recognized the University as one of the best in America. More than 21,000 students from all 50 states and more than 100 countries attend Kansas State University. Students can choose from more than 250 majors and options in nine colleges: Agriculture; Architecture, Planning & Design; Arts & Sciences; Business Administration; Education; Engineering; Health & Human Sciences; Polytechnic; and Veterinary Medicine. The Graduate School offers more than 100 academic programs. From the 8,600-acre Konza Prairie Biological Station to the Johnson Cancer Research Center, the university is home to more than 90 research centers. Kansas State University is recognized by the Princeton Review as one of America’s best colleges, and U.S. News & World Report lists the University among the top 75 public universities in the U.S.

BACKGROUND

Currently, KSU does not have an operational data store or a data warehouse. There are multiple ‘pools’ of data that are managed by multiple departments with inconsistent approaches on collection, management, and sharing of the data. The world of data warehouse approaches has changed significantly over the past few years with the advent of cloud SaaS, IaaS, and PaaS solutions; managed services; data lakes; etc.

The Office of the Chief Information Officer is seeking to offer a modern business intelligence and analytics solution and services to the university for our 150 departments and offices in nine academic colleges on three campuses. The goal is to create a plan, strategy, and timeline focused on identifying potential solutions and services to support leveraging expansive data sets for critical decision making and predictive analytics.

Kansas State University is seeking assistance in identifying options based on our need for consistent, accurate University data along with efficient and cost-effective processing and mining of that data across campus.

PURPOSE AND OBJECTIVES/SCOPE

Kansas State University is seeking proposals from qualified data and analytic consultants to assist in identifying solutions and services as described above and in the Scope of Services. The consultant will assist in identifying solutions and services that will enable the University to achieve the objectives listed above in the Scope of Invitation. The leadership in the Office of the Chief Information Officer will provide input to the consultant prior to the assessment about current practices and policies. The consultant’s assessment and recommendations will be used by the University to develop an RFP for a business intelligence and analytics solution. The goal is to ensure consistent, accurate University data along with efficient and cost-effective processing and mining of that data across campus.

BID PROCESS INSTRUCTIONS AND PARAMETERS

1. **Proposal Reference Number:** The RFP number, listed on the first page, has been assigned to this Request and MUST be shown on all correspondence or other documents associated with this Request and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the Purchasing contact reflected on Page 1 of this proposal. There shall be no communication with any other University employee regarding this Request except with designated participants in attendance **ONLY DURING:**

   - Negotiations,
   - Contract Signing,
   - As otherwise specified in this Request.
Violations of this provision by vendor (also sometimes referred to throughout as “consultant”) or University personnel may result in the rejection of the proposal.

2. **Negotiated Procurement:** This is a negotiated procurement. Final evaluation and award will be made by the University, through the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

   - Associate Vice Provost for Institutional Research
   - Chief Information Officer
   - Deputy Chief Information Officer for Enterprise Applications, Business Intelligence, and Analytics
   - Assistant Director Purchasing
   - Associate General Counsel, as Legal Advisor

3. **Pre-Proposal Conference:** Pre-proposal conference will be held at 10 a.m., March 11, 2020 via Zoom.

   Zoom Meeting Instructions.
   a. Register in advance for this meeting: [https://ksu.zoom.us/j/789242426](https://ksu.zoom.us/j/789242426)
   b. After registering, you will receive a confirmation email containing information about joining the meeting.

   Attendance is expected at this pre-proposal conference. Questions to be addressed at the conference may be submitted in writing by sending them to the K-State Purchasing contact (e-mail kspurch@k-state.edu, FAX 785-532-5577) prior to close of business on 03/05/2020. Impromptu questions will be permitted and spontaneous unofficial answers provided, however vendors should clearly understand that the only official answer or position of the University will be in writing.

4. **Questions/Amendments:** Questions requesting clarification of the Request for Proposal must be submitted in writing to the Purchasing contact indicated on page 1, prior to the close of business on 03/16/2020. Each question or clarification should reference the appropriate RFP section. Answers to questions will be available in the form of an amendment on K-State Purchasing’s website ([https://dfs.ksu.edu/rfq/](https://dfs.ksu.edu/rfq/)).

   Failure to notify the Purchasing contact of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of the University. Any modification to this Request shall be made in writing by amendment and posted on K-State Purchasing’s website ([https://dfs.ksu.edu/rfq/](https://dfs.ksu.edu/rfq/)). Only written communications are binding.

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

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

   Vendors selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut-off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor’s revised offer.

   No additional revisions shall be made after the specified cut-off time unless requested by the PNC.
6. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request.

7. **Preparation of Proposal:** Prices are to be entered in spaces provided on the proposal cost form provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The University has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The University reserves the right to reject proposals which contain errors.

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

8. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this Request by returning a signed hard copy with the bid. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Purchasing Office in writing.

9. **Modification of Proposals:** A vendor may modify a proposal by written letter, email, or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

10. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the vendor to the Purchasing contact at the Purchasing Office prior to the closing date.

11. **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Purchasing Office if any specification, language, or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Purchasing Office no later than five (5) business days prior to the bid closing date. The Director of Purchasing reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.

12. **Evaluation of Proposals:** The University will review all proposals received. The criteria that will be used to evaluate proposals may include but is not limited to the following. Additionally, though no weighted value is assigned, consideration may also be given to, by way of example:

   a. Adequacy and completeness of proposal
   b. Vendor's demonstrated understanding of the project
   c. Compliance with the terms and conditions of the Request
   d. Information provided in the proposal in response to the RFP RESPONSE CONTENT REQUIREMENTS
   e. Response format as required by this Request
   f. Cost

   The University reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the above list. The sole purpose of the evaluation process is to determine which proposal best meets the University's needs.

   Depending on the responses, the University may implement a multi-stage process in which the University will first elevate a certain number of proposers to compete in the next level.

   The University reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the University.
13. **Acceptance or Rejection:** The University reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

14. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

   Kansas State University  
   Purchasing Office  
   2323 Anderson Ave., Suite 500  
   Manhattan, KS 66502

Bid results may be obtained by attending the public bid opening or by requesting a bid tabulation from K-State Purchasing Office. Results may be obtained after contract finalization by sending the contract proposal number for each tab requested to kspurch@k-state.edu

Copies of individual proposals may be requested under the Kansas Open Records Act by submitting a written request to Open Records, Communications and Marketing, 128 Dole Hall, Kansas State University, Manhattan, KS 66506 (EMAIL openrecords@k-state.edu or FAX 785-532-7355). An estimate of the amount of time and copies it will take to complete the request will be compiled. After payment has been received, the documents will be released, subject to any applicable exceptions to disclosure as set forth in the KORA. More information regarding the Kansas Open Records Act is available at [http://www.k-state.edu/policies/ppm/3000/3060.html](http://www.k-state.edu/policies/ppm/3000/3060.html)

Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

15. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of the University. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. The University reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled “Proprietary” on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the vendor’s entire proposal response package will not be considered proprietary.

All information requested to be handled as “Proprietary” shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The vendor shall provide detailed written documentation justifying why this material should be considered “Proprietary”. The Purchasing Office reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

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

16. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Proposal to be entitled: “Exceptions”

17. **Notice of Award:** An award is made on execution of the written contract by all parties.
18. **News Releases:** Only the University is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

19. **Submission of Proposals:** Vendor’s proposal shall consist of one (1) original and two (2) copies and one (1) electronic version of the Proposal, including signature sheet, cost proposal form, applicable literature and other supporting documents, submitted in a sealed container. E-mailed or faxed proposals are not acceptable.

20. **Deadline to Submit Proposal:** Vendor’s proposal shall be received no later than 2:00 p.m., Central Time, on the closing date indicated on Page 1, addressed as follows:

   Kansas State University  
   Purchasing Office  
   Proposal # (Indicated on Page 1)  
   Closing Date: (Indicated on Page 1)  
   2323 Anderson Ave., Suite 500  
   Manhattan, KS 66502

All bids shall be on the Kansas State University Signature Sheet and Cost Proposal forms, and submitted with all other responses required in the RFP RESPONSE CONTENT REQUIREMENTS section below. Under all circumstances it shall be the vendor’s responsibility to insure its bid is properly received by the appropriate date/time at the Kansas State University Purchasing Office. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

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

**RFP RESPONSE CONTENT REQUIREMENTS**

The consultant shall include the following in its response to this RFP in the same order as listed:

1. Provide a brief history of your company and expertise in providing support services as described above. Additionally, include a narrative of the vendor’s business entity and each subcontractor if any. The narrative shall include the following:
   a. date established;
   b. ownership (public, partnership, subsidiary, etc.);
   c. number of personnel, full and part-time, assigned to the proposed project by function and job title;
   d. resources assigned to this project and the extent they are dedicated to other matters; and
   e. organizational chart.

2. Demonstrate experience with clients in the public sector and higher education, ideally peer land-grant public universities. The University needs to have a high degree of confidence that the consultant would bring ample public sector and operational best practice knowledge to the project, and in addition, would be able to work within the University environment to achieve the objectives of this project. Moreover, proposals shall contain a concise description of vendor’s capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification shall not be considered responsive.

3. Outline the proposed approach, methodology, work plan, and schedules to accomplish each of the tasks requested, as listed in the **SCOPE OF SERVICES** section.
4. Provide a fixed cost total and breakdown for each section of each of the tasks requested, as listed in the **SCOPE OF SERVICES** section. Also, complete the cost proposal form that is part of this RFP. In lieu of a fixed cost, describe any other cost basis you may want the University to consider for conducting this work, and method for ensuring accountability. Any cost must remain consistent throughout the Term of the contract.

   a. Include the hourly rate breakdown of the proposed team and the hours expected from the team broken down by each level.
   
   b. Travel costs should be included in the cost breakdown.
   
   c. Proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. Kansas State University is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation. The University makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

   Please note, consultants are not to inflate prices/cost in the initial proposal as they will be a factor in determining who may receive an award or be invited to formal negotiations.

5. Provide a schedule for completion of the work that comports with the required timelines set out under **ADDITIONAL CONTRACT REQUIREMENTS**.

6. An acknowledgment and assurance to agree to the required contract terms listed and described under **ADDITIONAL CONTRACT REQUIREMENTS**.

7. An acknowledgment and assurance of the following:

   a. the vendor is a corporation or other legal entity;
   
   b. no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
   
   c. the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
   
   d. the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
   
   e. the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
   
   f. whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the University the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for exclusion of the proposal at the option of the University; and
   
   g. the vendor has not been retained, nor has it retained a person to solicit or secure a University contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business.

8. No additional charges will be allowed for University’s use of its business procurement credit card. Please indicate if you will accept the University’s procurement credit card for payment on the cost proposal form.
9. Any insurance policies and limits, as evidenced by a certificate of insurance, that apply to the services provided as part of the project.

10. Include proposed team bios with applicable experience.

11. Provide a minimum of three (3) higher education client references who can discuss their experiences working with the consultant. Company name, contact, phone number and email address information shall be included for each reference.

12. Give the complete mailing address of the consultant and have the proposal signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract’s contact will be a different individual, indicate that individual’s contact information for communication purposes.


14. Tax Clearance Certificate: A “tax clearance” is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Kansas State University supports the State of Kansas tax clearance process. Vendors submitting bids, proposals, contracts, etc., are required to provide a current tax clearance certificate. For more information regarding this process please go to: http://www.ksrevenue.org/taxclearance.html

SCOPE OF SERVICES

The consultant submitting a bid shall provide cost proposals for each of the task categories below. The University reserves the right to exercise each option independently or together with other tasks.

Intent and Purpose

Kansas State University (University) is seeking a data and analytics consultant to assist in identifying solutions and services that will enable the University to achieve the following objectives:

- Enable an information-driven organization that utilizes analytics and business intelligence for strategic decisions
- Increase consistency and accuracy of data and information through coordination and controls
- Establish oversight, administration, and governance for the University community
- Streamline data interfaces and integrations across multiple systems including student, financial, and employee
- Unify data sources and provide a secure environment for business intelligence and analytics
- Visualize large amounts of complex data to quickly identify trends and patterns
- Consider future opportunities for artificial intelligence and machine learning

The University requires a data informed environment and has experienced challenges in responding to data requests. Two major University initiatives have highlighted these challenges:

Budget Modernization Project

Kansas State University is undertaking a multi-year effort to modernize its budget model. The current incremental budget model is based on funding decisions made decades ago. Funding levels from the previous fiscal year are the basis for current year funding levels. The model is not dynamic enough to allow the university to adjust to the ever-changing higher education landscape or effectively invest in strategic priorities for the future.

Our goal is to implement a strategic budget model that rewards enrollment and student credit hour growth, incentivizes and aligns with university priorities, energizes innovation, provides greater financial accountability and transparency, unlocks the historical budget, and preserves K-State’s land-grant mission.

Strategic Enrollment Management

Kansas State University takes pride in providing an exceptional student experience that prepares students for their professional, community, social, and personal lives. K-State 2025 lays the groundwork for developing a comprehensive enrollment and student success strategy. In partnership with the Huron Consulting Group, we assessed our enrollment enterprise, charted new directions in a comprehensive Strategic Enrollment Management Plan for the future, and have begun the work to turn plans into action.
Moving forward, we will stay focused on the entire student journey and engagement with K-State, from recruitment and admissions, through the educational experience, through post-graduation. Key to success is broad engagement from the K-State community, including students, faculty, and staff.

Successful responding consultants must have strong higher educational background specifically in business intelligence and analytics consulting.

Final selection and implementation of solutions, as a result of this consulting engagement, are outside the scope of work.

**Phases:** Bid each phase of this project independently

- **Phase 1** – primary focus of this RFP and the only **guaranteed** component that will be awarded initially.
  - Target completion by July 18, 2020

- **Phase 2 (optional)** – In addition to the primary focus, implementation services may be desired.
  1. Do you have the ability to provide implementation services for what you might recommend? If so, please provide some information regarding how you would charge for that implementation.
  2. This phase is **NOT** guaranteed and may not be awarded.

**Specifications and Deliverables**

- Review current data tools and reporting environment, providing recommendations for improving informed data driven decision requirements.
- Identify challenges, technical and functional, with the current environment that is inhibiting our adoption of utilizing data across the University community.
- Identify areas where data is siloed and include options for unifying and/or holistic integration.
- Provide business and technical architecture recommendations that include support for increased regulations such as GDPR and CUI.
- Provide written recommendations, based on findings, for products and services in support of data analysis, business intelligence, predictive analytics, distributed reporting, data integrations, and dashboards.
- Identify staffing and support considerations to include skills requirements.
- If necessary, assist university staff in writing RFP(s) for products and services to meet Kansas State University objectives.
- If requested, assist in the review and selection process of any RFP(s) released as associated or result of this engagement.

**Requirements**

See attached spreadsheet

**TIMELINE FOR AWARD**

The University expects to make an award by 05/04/2020. This timeline is an indication only and may change at the University’s discretion.

- RFP issued       02/28/2020
- Pre-Bid Questions due 03/05/2020 by 5:00 p.m. CST
- Pre-Bid Meeting via Zoom 03/11/2020 at 10 a.m. CST
- Questions due 03/16/2020 by 5:00 p.m. CST
- Amendment issued (if needed) 03/23/2020
- Closing date      04/02/2020
- PNC Review & Negotiations Month of April
- Intent to Award 05/04/2020
- Contract starts as soon as possible, as determined by the University.

**ADDITIONAL CONTRACT REQUIREMENTS**

The successful consultant will be required to enter into a written contract with the University. In addition to the above identified **Scope of Services**, the following described terms also are **required** to be included in the final
contract for the project:

1. **Standards Provisions Attachment**: Incorporate by reference into the final contract the University’s standard contractual provisions (without changes), known as “KSU-146a” and available via the following link: [https://www.k-state.edu/policies/ppm/3000/3070.html](https://www.k-state.edu/policies/ppm/3000/3070.html), as set forth in that document. The other contract documents shall not include any language superseding the KSU-146a.

2. **Price**: Prices shall remain firm for the contract period. Prices quoted are to be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the University. Failure to provide available price reductions may result in termination of the contract.

3. **Payment**: Payment Terms are Net 30 days. Payments shall not be made for costs or items not listed in the consultant’s response.

4. **Timing**: Information gathering, analysis and recommendations must commence within 1 month of contract award with completion of all tasks by July 18, 2020. Timing is subject to extension only with university approval.

5. **No Damages for University Delay**: Should the University be prevented or enjoined from proceeding with the project before or after contract execution by reason of any litigation or other reason beyond the control of the University, consultant shall not be entitled to make or assert any claim for damage by reason of said delay.

6. **Retention of Records**: Unless the University specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.
   
   a. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, even if the litigation exceeds five (5) years.
   
   b. The Contractor agrees that authorized federal and state representatives, including but not limited to, University personnel and independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine consultant’s records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be made promptly and at no cost to the University.

7. **Hold Harmless**: The Contractor shall indemnify the University against any and all loss or damage to the extent arising out of the Contractor’s negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

8. **Data and Other University Property**: Contractor must agree to return any or all data furnished by the University promptly at the request of the University in whatever form it is maintained by Contractor. On the termination of expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by the University, will destroy or render it unreadable.

9. **Subcontractors**: The Contractor shall be the sole source of contact for the contract. The University will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

10. **Termination for Cause**: The University may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:
   
   a. the Contractor fails to make delivery of goods or services as specified in this contract; or
   
   b. the Contractor provides substandard quality and/or workmanship;
   
   c. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

   The University shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as University may authorize in writing), the University shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.
11. **Termination for Convenience:** The University may terminate performance of work under this contract in whole or in part whenever, for any reason, the University shall determine that the termination is in the best interest of the University. In the event that the University elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

12. **Rights and Remedies:** If this contract is terminated, the University, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the University in the manner and to the extent directed, any gathered information, and substantially completed analyses, reports, and other completed materials. The University shall be obligated only for those services and materials rendered and accepted prior to the date of termination. In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by the University subject to any offset by the University for its damages. The rights and remedies of the University provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

*****Failure to abide by all of the conditions of this Invitation may result in the rejection of a bid.*****
Closing Date:   April 2, 2020

Item:   Business Intelligence and Analytics Consulting

Department: Kansas State University – Office of Chief Information Officer

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**SIGNATURE SHEET**

We submit a proposal to furnish goods and services during the contract period in accordance with the specifications.

LEGAL NAME OF PERSON, FIRM OR CORPORATION ________________________________

WEBSITE __________________________________________________________________

TELEPHONE NUMBER ___________________ FAX NUMBER _________________________

E-MAIL ___________________________________________________________________

ADDRESS __________________________________________________________________

CITY & STATE _________________________________________ ZIP CODE _______

SIGNATURE ___________________________________________

TYPED NAME OF SIGNATURE __________________________________________

TITLE ___________________________________________________________

DATE _____________________________________________________________

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

ADDRESS __________________________________________________________________

CITY & STATE _________________________________________ ZIP CODE _______

TELEPHONE NUMBER ___________________ FAX NUMBER _________________________

E-MAIL ___________________________________________________________________
COST PROPOSAL

Vendor Name: ________________________________

I. Phase 1 –

$_____________________

II. Phase 2 -

$_____________________

III. Optional Services:

__________________________________________________________________ $_____________________
__________________________________________________________________ $_____________________
__________________________________________________________________ $_____________________
__________________________________________________________________ $_____________________

Is your pricing available to political subdivisions of the State of Kansas?  Yes / No

Electronic Copy Submitted By:   ____ E-mail   ____ USB   ____ CD

Payment Terms: __________       Will P-Card be accepted for payment?   Yes / No

Will ACH (direct deposit) be accepted for payment?  Yes / No