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## REQUEST FOR PROPOSAL (RFP)

Pittsburg State  
University



**RFP Number:** 001683  
**Date Issued:** Jan. 25, 2023  
**Questions Deadline:** Feb. 8, 2023  
**Closing Date:** Feb. 15, 2023  
**Procurement Officer:** Sean Burke  
**Mailing Address:** Pittsburg State University  
Purchasing Office  
S. Broadway, Pittsburg, KS 66762  
**Telephone:** 620-235-4169  
**E-Mail Address:** [swburke@pittstate.edu](mailto:swburke@pittstate.edu)

**Item:** Oracle Student Management Cloud (SMC) implementation

**Agency & location:** Pittsburg State University (PSU) in Pittsburg, KS

**Period of Contract:** TBD

**Scope of Work** PSU is issuing this RFP to obtain competitive responses for implementation of the Oracle Student Financial Planning software.

**Award:** PSU will award according to what is in the best interest of the University.

**Questions/Addenda:** Vendors will be required to do a one-on-one pre-bid discovery meeting with PSU as part of this RFP process. Meetings will last approximately 4 hours and can be scheduled by contacting Sean Burke.

Questions and requests for clarification of the RFP must be submitted by Feb. 8, 2023, at 2:00 p.m. Central Time.

**Submission of Bids:** Bidders will submit their proposals and attachments by email to [swburke@pittstate.edu](mailto:swburke@pittstate.edu)

Failure to notify the PSU Purchasing Office of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of PSU. Any modification to this RFP as a result of written answers to written questions shall be made in writing by addendum. Only written communications are binding.

Questions requesting clarification of the RFP must be submitted electronically to the PSU Purchasing Office prior to February 8, 2023. Impromptu questions may be permitted, and spontaneous unofficial answers provided, however bidders should understand that the only official answer or position of Pittsburg State University will be in writing. Answers to questions will be available in the form of an addendum on the PSU Purchasing website, <http://www.pittstate.edu/office/purchasing/index.html>, then select "Bids".

## SECTION 1 INTRODUCTION TO PITTSBURG STATE UNIVERSITY

### **Introduction:**

Pittsburg State University is the home to approximately 6,000 students and 700 benefits eligible faculty and staff. At Pittsburg State University, students can select from over 100 academic programs within the colleges of Arts and Sciences, Business, Education, and Technology.

Located in the southeast corner of Kansas, PSU is within two hours of Tulsa, Okla., Kansas City, Springfield, Mo., and Fayetteville, Ark. Our students are close enough for big city visits, but can still choose from a host of local activities and entertainment. The 20,000 citizens in the picturesque community of Pittsburg, Kan., take real pride in supporting Pittsburg State and its mission of encouraging all individuals to achieve their potential. (For more information visit our web site: [www.pittstate.edu](http://www.pittstate.edu) )

### **Pittsburg State University Mission Statement:**

Pittsburg State University, a comprehensive regional university, provides undergraduate and graduate programs and services to the people of southeast Kansas, but also to others who seek the benefits offered. This is accomplished by the unique combination of academic programs in the four colleges of the University: Arts and Sciences, Business, Education, and Technology. The university is equally committed to fulfilling its state-wide mission in technology and economic development by facilitating partnerships with secondary and postsecondary educational institutions, businesses and industries.

The university supports an organizational and interpersonal structure that actively encourages individuals to achieve their potential. The university provides programs and services that create opportunities for students and other individuals to develop intellectually, ethically, aesthetically, emotionally, socially and physically. The university provides intellectual leadership and multicultural experiences that contribute to the preservation of the heritage of the region and the enhancement of its inhabitants. Finally, the university recognizes the world as interdependent and, thus, seeks to promote a broad and interactive international perspective.

The university fulfills the traditional academic missions of teaching, scholarship and service. Excellence in teaching is the primary focus of the university. The university recognizes that active scholarship and creativity add vitality to teaching, expand and refine the knowledge base and are instrumental to the professional development of the faculty and staff. Programs of professional and community service promote and strengthen university endeavors. Pittsburg State University fosters a campus culture of assessment and accountability that supports strategic planning and the continuous improvement of its academic programs and administrative processes.

(For more information see: <http://www.pittstate.edu/about> )

## **SECTION 2 TERMS AND CONDITIONS**

**Term of Contract:** To be negotiated.

**Contract Formation:**

No contract shall be considered to have been entered into by PSU until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered; and a written contract has been signed by the successful vendor.

**Termination for Cause:**

PSU may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract; or
- 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. PSU 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 PSU may authorize in writing), PSU 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.

**Termination for Convenience:**

The Director of Purchasing may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchasing shall determine that the termination is in the best interest of PSU. In the event that the Director of Purchasing elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (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 not have been terminated by the notice.

**Rights and Remedies:**

If this contract is terminated, PSU, in addition to any other rights provided for in this contract may require the Contractor to transfer title and deliver to PSU in the manner and to the extent directed, any completed materials. PSU shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

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 PSU subject to any offset by PSU for actual damages including loss of federal matching funds.

The rights and remedies of PSU provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

**Force Majeure:**

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

**Waiver:**

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by PSU shall not constitute a waiver.

**Independent Contractor:**

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

**Vendor Corporate Information:**

Provide the name and contact information of the vendor representative who will serve as the contact person for this response and other subsequent communications. Briefly describe your organization, including a history of your organizational development, a statement describing your organizations' financial stability and resources, including how long the vendor has been providing hosting and support services, and the scope and length of your experience with the higher education community. Include relevant financial statements; include a brief statement of your overall corporate strategy and mission. Include the company's statement of support for providing stable service in the event of increased customer-based growth. Provide information on the company's depth of number of trainers, programmer/developers, librarians, and customer service support employees as a ratio to the number of your customers using this product. Please address how you will meet this requirement in DD.

**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 by goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well. Please address how you will meet this requirement DD.

**Open Records Act (K.S.A. 45-205 et seq.):**

All proposals become the property of PSU. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected.

**Federal, State and Local Taxes-Governmental Entity:**

Unless otherwise specified, the 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. **The State of Kansas 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 quotations.**

**Insurance:**

PSU shall not be required to purchase any insurance against loss or damage to any personal property nor shall PSU establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

**Conflict of Interest:**

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the University and providing services involving this contract or services similar in nature to the scope of this contract to PSU. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any PSU employee who has participated in the making of this contract until at least two years after his/her termination of employment with the University.

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**Confidentiality:**

The Contractor may have access to private or confidential data maintained by PSU to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the university promptly at the request of PSU in whatever form it is maintained by Contractor. On the termination or 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.

- A. Contractor will have access to information and private or confidential data, maintained by State of Kansas, to the extent necessary to carry out Contractor's responsibilities under this contract. This information and data may include, but is not limited to, employee, student, and vendor information. Contractor agrees that any information or data it may have in its custody regarding any participant shall be kept strictly confidential. All the information and data of the university shall be considered to be confidential and private, and Contractor may not disclose any information or data at any time to any person or entity. Contractor must comply with all State and federal confidentiality laws in providing services under this contract.
1. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with all applicable State and Federal Acts regarding confidentiality and/or open records issues. No private or confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated by Contractor except as required by statute, either during the period of the contract or thereafter. Contractor will only use confidential information for use only as required by this contract. All electronic data shall be secured through encryption or other comparable security measures.
  2. Contractor shall limit access to confidential information solely to staff of Contractor who have a business need to know for purposes of fulfilling Contractor's obligations under this contract. Contractor shall not remove confidential information from PSU's site without PSU's prior written approval.
  3. Contractor shall hold PSU harmless and indemnify the university for expenses or damages, of any kind, incurred or suffered by the university as a result of the unauthorized disclosure of said data by Contractor or any agent, representative, employee or subcontractor of Contractor. Contractor shall notify PSU of any loss or breach of confidential information or data within twenty-four (24) hours receipt of such knowledge. Contractor shall also be responsible and liable for any and all damages to individuals due to such breaches or loss of confidential information.  
In the event of any security breach in which the confidential information of one more individuals is compromised or is potentially compromised, Contractor shall be responsible and pay for any and all damages, expenses, and costs (Including lost wages and efforts spent to defend or correct against identity theft) caused to the university or any individual for the disclosure of any State Information. Contractor shall provide notice to PSU and affected individuals of such disclosure and shall also offer free of charge to individual or the State identify theft protection insurance for a period of five (5) years. These terms shall also apply to any subcontractor.
  4. The Contractor shall hold all such confidential information in trust and confidence for the State, and agrees that it and its employees will not, during the performance or after the termination of this agreement, disclose to any person, firm, or corporation, or use for its own business or benefit any information obtained by it while in execution of the terms and conditions of this agreement.

**B. Unauthorized Use:**

The Contractor shall not use the names, home address, phone numbers, or any other information obtained by implementation or execution of this contract about employees, students, citizens, vendors or other information for any purpose.

**C. Press Releases, Public Statements, and/or Communications:**

Contractor agrees that no public statement, release, or communication acknowledging or implying that the State is a customer of Contractor is allowed under this Contract. Any approval by the university for such

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public statement, release, or communication shall only be provided in writing by PSU. The university may refuse such a request for any reason.

**Reviews and Hearings:**

The Contractor agrees to advise PSU of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to PSU. PSU has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

**Nondiscrimination and Workplace Safety:**

The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract. Please address how you will meet this requirement DD.

**Off-Shore Sourcing:**

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Pittsburg State University Purchasing Office in writing, indicating the new location and the percentage of work relocated.

**Environmental Protection:**

The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

**Hold Harmless:**

The Contractor shall indemnify PSU against any and all claims for injury to or death of any persons; for loss or damage to any property; 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.

PSU shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice PSU's right to recover against third parties for any loss, destruction or damage to PSU property.

**Antitrust.**

If Contractor elects not to proceed with an antitrust cause of action resulting from the performance of the Agreement, Contractor assigns to PSU all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by PSU pursuant to this Agreement.

**Prohibition of Gratuities:**

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any PSU employee at any time.

**Federal, State and Local Taxes Contractor:**

PSU makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

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**Modification:**

This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

**Third Party Beneficiaries:**

This contract shall not be construed as providing an enforceable right to any third party.

**Governing Law:**

This contract shall be governed by and construed in accordance with the procedural and substantive laws of the State of Kansas.

**Jurisdiction:**

The parties shall bring any and all legal proceedings arising under this Contract in the State of Kansas, District Court of Crawford County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which PSU is a party. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State and need not be reserved, but prudence requires the State to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment. Contractor shall be responsible for all PSU's reasonable attorney's fees, costs and expenses related to Contractor's negligence or breach of Contractor's obligations under the Contract. Contractor waives all defenses of lack of personal jurisdiction and *forum non conveniens*. Process may be served on Contractor in the manner authorized by applicable law or court rule.

**Mandatory Provisions:**

The provisions found in Contractual Provisions Attachment (DA-146a) are incorporated by reference and made a part of this contract.

**Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:**

Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract. Please disclose any such information in DD, if applicable.

**Injunctions:**

Should PSU be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of PSU, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

**Acceptance:**

No contract provision or use of items by PSU shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

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**Breach:**

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

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

**Statutes:**

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

**Price Adjustments:**

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

**Performance Bond:**

The Successful Bidder shall file with the PSU Director of Purchasing a Performance Bond in an amount equal to one hundred percent (100%) of the price bid as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this solicitation.

The guaranty shall be returned to the Contractor upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, Pittsburg State University may seek additional damages.

Bond can be completed by any General Insurance Agent. Bond shall be issued by a Surety Company licensed to do business in the State of Kansas.

**Key Personnel:**

Individuals filling designated Key Personnel positions must be approved by PSU. Key Personnel whose names are submitted in the Contractor's proposal shall not be removed from this project without prior PSU approval. Substitute or additional personnel shall not be used for this project until a resume is received, and approval is given by PSU.

Upon written request by PSU, Contractor's or subcontractor's staff shall be removed. A removal request shall not be made without rationale. Rationale must be provided to the Contractor in writing. In the event any employee is removed, the Contractor shall fill the vacancy with an acceptable replacement in a manner that does not adversely impact the Contract. Replacement personnel shall possess equal or greater relevant abilities and qualifications to those previously approved by PSU. This section shall not apply to any employee who dies, becomes disabled, or terminates employment with his/her employer.

Any disputed request for replacement of staff shall be in writing. Upon the receipt of such a request, a face-to-face meeting will be scheduled in order to resolve the matter. This meeting must take place within ten (10) working days after service of the written statement of dispute. During the pendency of negotiations, the parties shall act in good faith to perform their respective duties, including payment for Deliverables accepted under the QARP process as described within the Contract or a PCR issued under the Contract. Replacement of staff will also be in accordance with the PCR and phasing of staff personnel.

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**Project Management Methodology:**

The State of Kansas has adopted a uniform Project Management Methodology for all Information Technology (IT) projects valued at \$250,000 or more. The methodology can be found at <https://ebit.ks.gov/kito/resources/pmm>. Kansas has enacted comprehensive statutes (K.S.A. 75-7203 et.seq.) dealing with the architecture, management, and oversight of IT activities statewide. The Information Technology Executive Council (ITEC), implementing their oversight responsibilities under those statutes, has adopted ITEC Policy 2500, which can be found at <https://ebit.ks.gov/kito/home>. That policy sets forth project reporting requirements.

The Contractor shall deliver to PSU all information regarding contractor performance necessary for PSU to meet its project reporting obligations under ITEC policies. Such information may include, but shall not be limited to:

1. Work Breakdown Structure:
  - with summary level tasks
  - with individual tasks at less than or equal to 80 hours apiece.
2. Estimated cost to completion data
3. Gantt charts:
  - with critical path identification;
  - with identifying milestones;
  - showing progress to date;
  - with identified start and finish dates for all tasks; and
  - correlated one-to-one with the Work Breakdown Structure.

When requested by the State, the project reporting information shall be provided in compatible electronic form, as well as printed output. The State uses Microsoft Project as its primary project management software package. Further, when requested by PSU, the project reporting information shall include PSU resources applicable to the project.

Larger or more complex projects, or projects encountering difficulties, may require additional data reports, or an increased reporting frequency. Such additional requirements shall be maintained and supported by the contractor, if required by PSU to meet requirements of the Kansas Information Technology Office or the Legislative Joint Committee on Information Technology.

After contract signing, the successful vendor will work with the PSU Project Manager to develop a detailed project plan that will need to be reviewed and approved by KITO (Kansas Information Technology Office) before implementation begins.

**Technology Architectural Compliance:**

All information technology initiatives and acquisitions will comply with the Kansas Information Technology Architecture. Preferred compliance with the KITA is assured when: (A) an item is selected for purchase from a state contract listed in the KITA under the heading of "Target Architecture"; (B) an item is included in a general category listed under the heading "Target Architecture" in the KITA; (C) when the item conforms to a technical standard listed under the headings "Target Architecture" in the KITA. Compliance with the KITA is assured when: (A) an item is selected for purchase from a state contract listed in the KITA; (B) an item is included in a general category listed under the heading "Current Standard" or "Emerging Standard" in the KITA; (C) when the item conforms to a technical standard listed under the headings "Current Standard" or "Emerging Standard" in the KITA.

Compliance with the KITA is problematic when an item conforms to a technical standard or is included in a general category under the heading "Twilight Standard" in the KITA. Agencies should be prepared to provide justification for new acquisitions or initiatives that are proposed under this heading.

Vendors shall identify any products in their proposal which would be considered "problematic" under the above.

Please note, the above information is currently being updated by the State of Kansas.

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**Date Data Compliance:**

The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all goods and services delivered. Fault-free performance includes, but is not limited to, the manipulation of data with correct results when using dates prior to, though, and beyond January 1, 2000, and shall be transparent to the user.

Hardware and software products, individually and in combination, shall provide the correct system date and correct calculations which utilize or refer to the date data, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward across the year 2000.

**Geographic Information Systems Compliance (GIS):**

All databases created in this work shall be compliant with existing GIS development standards and enterprise infrastructure to optimize spatial functionality and encoding for address data elements. The Kansas enterprise Geographic Information System (GIS) is based on Environmental Systems Research Institute (ESRI) technology. Kansas supports both internal and external web map service environments and server-side web map development is an emerging trend in GIS development standards, along with higher utilization of centralized spatial database engine (SDE) and implementation of comprehensive geocoding and address standardization. The Kansas GIS infrastructure includes central file servers, central Oracle and SDE spatial databases, concurrent desktop licenses for ArcGIS and extension products, along with GPS field data collection and data management tools for spatial databases. Kansas supports and implements GIS Addressing Data Standards adopted by the Kansas GIS Policy Board. Copies of these standards are accessible from the Kansas GIS website link at: <https://ebit.ks.gov/itec/resources>. That website also contains additional standards that shall be employed, as applicable, in this engagement.

**Payment:** To be Negotiated.

**Fixed Costs Final and Full:**

- A. All reasonable and necessary labor, software, and services to make this Project timely operational shall be included in the proposal and included in the fixed costs. The Contractor is responsible for all additional costs not included in the proposal and required to satisfactorily complete the scope of services requested and PSU's requirements.
  - B. This Request is for a firm fixed price contract with payment(s) made only for defined and accepted deliverables.
  - C. Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity, and cash discounts.
  - D. Any price reductions available during the contract period shall be offered to PSU.
  - E. Failure to provide available price reductions may result in termination of the contract.
  - F. PSU will not award or contract for any arrangement that uses estimates, "time and materials," or payments based on "progress" or elapsed time.
  - G. The exact payment per deliverable will be determined during negotiations.
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## SECTION 3 SCOPE OF WORK

**Introduction:** This request for proposal is for both **Readiness and Implementation of Oracle Student Management Cloud (SMC)** at Pittsburg State University. PSU is seeking an implementation partner to work with the university on 2 distinct areas:

- a) Planning and readiness for the implementation of SMC. Target start: The first quarter of 2023.
- b) Implementation of SMC. Target start: The last quarter of 2023.

Overall, we expect this partnership to begin in the early months of 2023 and remain in place through the close of the 2025 calendar year/early 2026. This is subject to change given unknown variables at this time.

### **Background:**

- PSU is in the First Flight for the implementation of the Oracle Student Management Cloud (SMC). That implementation is scheduled by Oracle to begin with the SMC 2023D release.
- PSU is currently implementing Oracle's Student Financial Planning (SFP). We are on target and expect to finalize this implementation Fall of 2023.
- PSU implemented Oracle Cloud's ERP and HCM in 2015.
- The final implementation of SMC will result in PSU being a full stack Oracle Cloud University.
- PSU's current student information system (SIS) is a legacy home-grown system and resides on-site.

### **Planning and Readiness:**

PSU's current SIS is aging, rigid, and unreliable. Most of the foundational code was developed in UniVers Basic in the early 1980's. The system has been customized to a high degree over many years. It integrates with many major campus systems and serves as the system of record for all students.

In preparation for the implementation of SMC we see the following obstacles that we need experienced assistance from a partner to overcome, manage, and proceed to implementation in the very best posture possible:

- Many of our current campus processes need to be updated to best practices. They have been built around our highly customized legacy system and are based on practices and processes that are 30+ years old.
- The partner we work with must be able to work with campus stakeholders and subject matter experts to identify current processes, compare them with the processes within SMC, and advise PSU on needed changes to align with SMC processes.
- There are various university systems (home grown and third party) integrated with the PSU's current SIS. Most of these systems are necessary and decisions need to be made about their future.
- We need the expertise of a partner to determine if SMC will meet the needs of these tools/systems currently integrated with the PSU home grown SIS *or* if PSU needs to take steps to acquire or build systems to replace them.
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The partner that we work with must have:

- Deep Oracle organization knowledge
  - Regular contact with Oracle regarding the Oracle Cloud stack
  - Experience with understanding SMC features and processes
  - History of developing and working with project governance teams
  - Leading institution change management
  - Developing project plans
  - An understanding of and history of working with higher education communities
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## SECTION 4 PROPOSAL RESPONSE INSTRUCTIONS

### **Submission of Proposals:**

Bidders should carefully address all areas covered within Section 3, Scope of Work. References and contacts should be provided that demonstrate the bidder is capable of successfully completing the implementation of Oracle Student Cloud.

### **Cost Proposals:**

The bidder shall document all financials and costs associated with the requirements specified within the RFP. Cost proposals are to reflect the costs and fees to be paid by PSU to bidder and are not to include internal PSU costs that may be expended in connection with the project.

By submitting cost or price information, the bidder certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the financial proposal. Failure to submit a cost proposal that supports the commitments and obligations as defined may result in disqualification of the bidder.

### **Information Required in Responses:**

Responses should be a straightforward, concise description of the Respondent's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content. This RFP and the bidder's successful response will become a part of any contract that is executed as a result of this RFP. Promotional material will not be considered in awarding a contract and should not be included.

### **Cost of Preparing Proposal:**

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. 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. All responses will become the property of PSU and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

### **Evaluation of Proposals:**

A Procurement Negotiations Committee (PNC) comprised of representatives from several areas of the University, selected solely for this purpose, will evaluate the Proposals. Award shall be made in the best interest of PSU. Consideration may focus toward but is not limited to:

- Product implementation based on responses to PSU requirements
- Past performance exhibited by reputation, reliability, and services provided to similar organizations
- Bidder commitment to future assistance with implementation
- Complete cost of implementation
- Ease of overall support

### **Contract Documents:**

This request and any amendments and the response and any amendments of the successful bidder shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA-146a;
  - Written modifications to the executed contract;
  - Written contract signed by the parties;
  - This request including any and all addenda; and
  - Bidder's written proposal submitted in response to this request as finalized.
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**Contract Formation:**

No contract shall be considered to have been entered into by PSU until all statutorily required signatures and certifications have been rendered; funds for the contract have been encumbered; and a written contract has been signed by the successful bidder.

**Disclosure of Proposal Content and Proprietary Information:**

All proposals become the property of Pittsburg State University. The **Open Records Act** (K.S.A. 45-205 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

(<http://www.pittstate.edu/office/president/policies/kansas-open-records-act-policy.dot>).

No proposals shall be disclosed until after a contract award has been issued. PSU reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost Proposals will not receive consideration. At PSU's option, such proposals will be retained unopened in the file or will be destroyed by PSU at PSU's expense. Alternatively, the bidder may request the late proposals be returned at the bidder's expense.

By submitting a proposal, bidder hereby grants the State of Kansas, and its departments, agencies, affiliates, agents, employees, and licensees (hereafter collectively referenced as the "State") a nonexclusive, royalty-free, non-revocable perpetual license to use all systems ideas or adaptations of these ideas and copy for any reason (including but not limited to compliance with the Kansas Open Records Act), bidder's bid, proposal, and any other document(s) submitted to or relevant information requested by the State. Bidder warrants: 1) That this bid and proposal is an original work and has not been submitted for publication or published in any other medium; 2) That this bid and proposal will not violate any rights of third parties; and 3) That this bid and proposal does not contain any libelous material. This license may not be revoked and is effective on the date of submission of the proposal. Selection or rejection of the proposal will not affect this right.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld. Pricing information is not considered proprietary, and the bidder's entire proposal response package will not be considered proprietary.

Bidder shall submit a list of items they consider "Proprietary" through Decision Director. The bidder shall also provide detailed written documentation justifying why this material should be considered "Proprietary." The PSU Purchasing Office reserves the right to accept, amend, or deny such requests for maintaining information as proprietary in accordance with Kansas law.

Pittsburg State University does not guarantee protection of any information.

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