Kansas City Kansas Community College

Request for Proposal/Bid 26-014	
Course Evaluation Platform	
RFP/Bid Issued:	**October 22 2026**
Question/clarification deadline:	**November 2, 2026 10 AM CST**
Proposals/Bids Due:	**November 13, 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 26-014

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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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 a PDF version of the completed bid, labeled with the project number and project title. Email bid to Linda Burgess, lburgess@kckcc.edu., by the deadline.

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C. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.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 26-014.** 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 before 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. 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.

G. 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.**

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

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

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The College shall not be obligated to return the respondent's submittal once submitted, whether or not the submittal is withdrawn.

SECTION 2: EVALUATION AND SELECTION PROCESS

Proposals will be evaluated based on alignment to the College's course evaluation goals, functional capabilities, technical approach and integration readiness, demonstrated capability to migrate and surface historical evaluation data for longitudinal trending, ability to support paper-based evaluation administration for correctional education populations with full integration of results into platform reporting, vendor experience in higher education, implementation approach and realistic timeline, and total cost relative to value.

SECTION 3: PROPOSAL SUBMITTALS AND FORMAT

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 employee, and operating policies. State the number of years your organization has been in business and the financial stability of your company (no more than two (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.

Proposals must include an executive summary along with clear documentation describing the proposed solution, its architecture, and how it addresses the functional and technical requirements outlined in this RFP. Vendors should also provide an implementation approach including project oversight and timeline, information on organizational experience and client references, a detailed pricing structure that identifies any separate costs associated with historical data migration, and any standard contractual or legal materials. Additional support materials may be included as appropriate. Proposals should be clearly organized and easy to review.

SCOPE OF SERVICES

INTRODUCTION TO PROJECT

The College is seeking a course evaluation platform that improves consistency, accessibility, and usefulness of student feedback across all instructional modalities and course types. The goal is to move away from fragmented, manual evaluation processes toward a centralized system that supports high-quality data collection, protects student confidentiality, and enables faculty and leadership to act on results in a timely and meaningful way.

KCKCC's priorities emphasize faculty development, program quality, and equitable student experiences. The solution should support the College's ability to identify patterns across courses, departments, and instructional modalities, and to connect evaluation findings to continuous improvement processes. The platform must also support compliance with accreditation requirements related to the systematic assessment of institutional effectiveness and must document a continuous improvement process that can serve as evidence within the HLC assurance argument.

SCOPE OF WORK

SECTION 1: Institutional Context and Current Environment

Kansas City Kansas Community College (KCKCC) delivers instruction across a broad range of academic programs and workforce training areas, with students enrolled in face-to-face, online, and hybrid sections each term. The College currently collects course evaluations through a combination of paper-based processes and limited digital tools, which has resulted in inconsistent administration, low response rates, and significant manual effort required to compile, distribute, and act on results.

Faculty, department chairs, deans, and institutional effectiveness staff each have distinct needs when it comes to reviewing evaluation data. Currently, aggregation of results is time-consuming, access to results is inconsistent across roles, and the connection between evaluation data and broader institutional improvement efforts is difficult to establish and maintain. The College lacks a centralized, scalable platform capable of administering evaluations systematically, protecting respondent confidentiality, and delivering timely, role-appropriate reporting to all relevant stakeholders.

KCKCC uses Ellucian Colleague SaaS as its primary student information system and Blackboard as its learning management system. Any proposed solution must be capable of integrating with these platforms to support automated population of course and enrollment data and, where appropriate, delivery of evaluation links through existing student-facing channels.

Outcomes the Solution Must Support

This procurement is intended to support the following outcome areas, which should be reflected in the proposed solution and implementation approach.

Consistent, Scalable Evaluation Administration

The solution must support automated administration of course evaluations across all sections each term, drawing on course and enrollment data from Colleague SaaS. Evaluation windows, reminders, and access controls should be managed by designated staff without requiring IT intervention for each cycle. The platform must handle a broad range of course types, including online, hybrid, and face-to-face sections. Evaluation windows must be configurable to support release timing that minimizes response bias, avoiding administration immediately before or during final exams and periods too early in the term before students have experienced sufficient course content to provide informed feedback.

High Response Rates and Broad Student Participation

The solution must be designed to encourage student participation through accessible interfaces, timely and configurable automated reminders delivered via email and text message (SMS), and integration with existing student-facing channels such as email and, where feasible, Blackboard. The College expects the vendor to describe strategies and features that support strong and equitable response rates across student populations and instructional modalities.

Confidentiality and Trust

The solution must ensure student anonymity throughout the evaluation process wherever possible. Faculty and staff must not be able to identify individual respondents, and the system must enforce appropriate access controls to protect confidentiality before, during, and after the evaluation period. The College recognizes that in courses with fewer than five (5) students, true anonymity cannot be assured due to the small number of respondents; in these cases, the platform must still protect student confidentiality by restricting access to results and preventing identification of individual respondents by unauthorized parties. The College expects vendors to describe how anonymity and confidentiality are maintained at a technical and procedural level, including how the platform distinguishes between the two when response counts are low.

Timely, Role-Appropriate Reporting

The platform must deliver results to faculty, department chairs, deans, and institutional effectiveness staff according to role-appropriate access rules and release timing. Faculty should receive their own results after grades are submitted. Administrators should be able to access aggregate results for their areas of responsibility. The system must provide clear, actionable reporting that goes beyond raw data to surface patterns, comparisons, and trends that support faculty development and program review.

Customizable Survey Design

The solution must support institution-defined question sets as well as the ability to configure course-type-specific or department-specific variations where appropriate. Vendors should describe the extent to which the College can modify question text, add local items, and maintain custom question banks over time without vendor intervention. The platform should also support a mix of quantitative rating items and open-ended qualitative questions.

Integration with Institutional Systems and Processes

The solution must integrate with Colleague SaaS to automatically populate course section and enrollment data each term, eliminating the need for manual data entry. Where feasible, integration with Blackboard to deliver evaluation notifications through the LMS is also desirable. The system must also support export of results data in standard formats for use in institutional reporting, accreditation documentation, and integration with other institutional effectiveness processes.

Support for Paper-Based Evaluation Administration in Restricted Environments

A portion of KCKCC's student population is enrolled through correctional education programs conducted at Lansing Correctional Facility and the US Detention Barracks. Students in these settings do not have access to internet-connected devices and cannot participate in digital evaluation processes. The College is required to administer course evaluations for this population using paper-based instruments and must be able to incorporate the resulting data into the platform alongside results from all other course sections.

The solution must support a documented, repeatable process for paper-based evaluation administration and data entry that preserves student confidentiality, uses the same or equivalent question sets as digital evaluations, and produces results that are fully comparable and reportable within the same system. The College expects the vendor to describe how paper-administered results can be entered into the platform, how response counts and aggregate results from paper sections are handled in reporting, and how confidentiality is maintained throughout the manual collection and entry process.

Requirements Vendors Must Address in their Proposals

Vendors must propose a comprehensive solution that addresses both end-user capabilities and technical implementation requirements. Vendors should demonstrate how their proposed platform addresses and fulfills the requirements outlined in this section.

Platform Capabilities and User Functionality

The proposed course evaluation platform must provide a flexible, accessible set of capabilities that enable the College to administer evaluations at scale, protect respondent confidentiality, and deliver results that support faculty development and continuous improvement. The solution should be intuitive for students, faculty, and administrators alike, and must support consistent evaluation practices across all instructional modalities.

Survey Administration and Automation

The solution must support fully automated evaluation administration each term, including course section population from Colleague SaaS, configurable evaluation windows and open/close dates, automated multi-touch reminder messaging to students via email and text message (SMS), and real-time response rate monitoring by section, department, and division. Staff responsible for evaluation administration must be able to manage the full evaluation cycle through an administrative interface without requiring IT or vendor involvement for routine operations.

Vendors must provide guidance, informed by research and platform data, on optimal evaluation release timing that minimizes response bias. This guidance must address the risks of administering evaluations too close to or during final exams, when responses may be affected by exam stress or grade anxiety, and too early in the term, before students have experienced enough of the course to provide informed feedback. Vendors must describe any tools or default settings the platform provides to help the College configure evaluation windows in line with this guidance.

Survey Design and Question Management

The platform must support a centralized question bank from which institution-defined surveys can be assembled. The College must be able to create and modify standard question sets, configure variations for specific course types or departments, and include both scaled rating items and open-ended text questions. Vendors must describe the extent to which the College can make these changes independently, and what vendor involvement, if any, is required.

Student-Facing Interface and Accessibility

The student-facing evaluation interface must be mobile-responsive, accessible in compliance with WCAG 2.1 AA standards, and available in both English and Spanish. The interface should be designed to encourage completion and minimize drop-off. Students must be able to access evaluations via direct link or through Blackboard where integration is available, and the process should require minimal steps to complete.

Paper-Based Administration and Manual Data Entry for Correctional Education Sections

KCKCC delivers credit-bearing courses to students enrolled at Lansing Correctional Facility and the US Detention Barracks. Because these students are prohibited from accessing internet-connected devices, the College must administer evaluations using printed paper instruments and subsequently enter the collected responses into the platform so that results are available alongside those from all other course sections. Vendors must describe in detail how their platform supports this workflow.

Printable Survey Instruments. The platform must support generation of print-ready evaluation forms that mirror the question text, response scales, and layout of the digital survey administered to the general student population. Forms must be printable by college staff without vendor involvement and must include all fields necessary for manual data entry, including course identifier, term, and section information. Vendors must describe how print forms are generated and whether customization of the printed layout is available.

Manual Data Entry. The platform must provide a mechanism for authorized College staff to enter paper evaluation responses directly into the system. Vendors must describe the data entry interface available for this purpose, including whether entry is performed question by question at the individual response level or through aggregate input, and what validation or quality controls are present during entry. The College prefers individual response-level entry to preserve the full data set and support robust reporting, but vendors must describe what their platform supports and any limitations that apply.

Confidentiality During Collection and Entry. Paper instruments administered at Lansing Correctional Facility and the US Detention Barracks must not include student names or any identifying information. The College is responsible for administering evaluations in a manner that protects respondent anonymity in the facility setting. Vendors must describe how the platform supports this requirement on the data entry side, including how entered responses are stored and whether any linkage to individual student records is created during or after entry.

Integration of Paper and Digital Results in Reporting. Once entered, paper-based evaluation results must appear in the platform's standard reporting views alongside digital results for the same course section or be reportable as a combined aggregate where a section includes both paper and digital respondents. Faculty and administrators must be able to view results from correctional education sections in the same dashboards and exports used for all other sections, with appropriate notation of the administration modality where relevant. Vendors must describe how mixed-modality sections are handled in reporting and whether any distinctions or limitations apply.

Comparability and Trending. Results entered from paper instruments must be treated as equivalent to digitally collected responses for purposes of longitudinal trending, departmental comparisons, and institutional-level reporting. Vendors must describe how the platform ensures comparability between paper-entered and digitally collected data and how any differences in question wording, response scale, or entry method are documented and surfaced to users reviewing results over time.

Workflow and Staff Responsibilities. Vendors must describe the recommended end-to-end workflow for paper-based administration, from generating print forms through data entry and result release, including the College staff roles involved at each step and any training or documentation the vendor provides to support this process. Vendors should also identify any constraints or prerequisites, such as minimum response counts for confidentiality suppression, that apply specifically to paper-entered sections.

Confidentiality Controls and Low-Enrollment Courses

The system must enforce strict confidentiality protections, including restriction of faculty access to their own results only and administrative access controls that prevent identification of individual respondents. Courses are not subject to a minimum enrollment threshold in order to receive an evaluation; all sections must be evaluated regardless of size. However, the College recognizes that in courses with fewer than five (5) students, individual response anonymity cannot be assured due to the small number of respondents. In these low-enrollment cases, the platform must still ensure confidentiality by restricting access to results to authorized personnel only and preventing faculty and staff from linking individual responses to specific students. Vendors must describe the technical mechanisms used to enforce these protections, including how the platform differentiates between anonymity and confidentiality safeguards for low-enrollment sections

Results Reporting and Analytics

The platform must provide reporting dashboards and exportable reports designed for multiple audiences. Faculty must receive clear, contextualized views of their own results, including comparisons to department and institutional averages where appropriate. Department chairs and deans must be able to view results across their areas of responsibility. Institutional effectiveness staff must be able to access aggregate reporting suitable for accreditation documentation and strategic planning.

Reports must be exportable in formats including PDF and Excel and structured in ways that map to improvement cycles. The platform must also support institutional-level summaries across courses and terms, not just departmental roll-ups.

Longitudinal and Comparative Analysis

The platform must support trend analysis across terms and academic years, allowing the College to track changes in evaluation outcomes by course, instructor, department, and modality over time. Comparative reporting must enable identification of patterns associated with student success, including the ability to disaggregate results by variables specified by the College, including but not limited to: faculty type (adjunct vs. full-time), course modality, section size, delivery pattern, student population, and dual enrollment or high school student status. Vendors must describe the depth of historical analysis supported, how data is retained over the contract term, and the platform's flexibility to support College-defined disaggregation variables beyond the vendor's standard reporting fields.

Demographic Bias in Survey Design and Reporting

Research on student evaluations of instruction consistently identifies measurable bias in student responses correlated with instructor race, sex, and gender, independent of instructional quality. This is widely recognized as one of the foremost threats to the reliability and validity of student evaluation data, particularly when results inform personnel or program decisions. Vendors must describe the research base and design practices used to minimize the influence of instructor demographic characteristics on student responses, including question wording, response scale design, and any other instrument features intended to reduce known sources of bias. Vendors must also describe what reporting or analytical capabilities the platform provides to help the College identify and account for demographic response patterns in evaluation results, and must disclose any studies, audits, or third-party validation of their instrument's performance across instructor race, sex, and gender.

Faculty Development Integration

The solution should support connections between evaluation results and faculty development processes. This may include the ability for faculty to annotate or respond to their results within the system, for supervisors to engage with results as part of structured review processes, and for the College to track follow-up actions taken in response to evaluation findings. Vendors must describe the features available to support this use case and any limitations.

Usability and Adoption Support

The platform must be easy to use for non-technical staff and faculty, requiring no advanced training to operate. Administrative interfaces should be intuitive and well-documented. The College expects the vendor to provide onboarding support, training materials, and ongoing user resources adequate to support successful adoption across academic affairs, institutional effectiveness, and IT staff.

Technical Requirements

The platform must meet the following technical requirements.

Integration with Colleague SaaS

The platform must integrate with Ellucian Colleague SaaS to automatically populate course section and enrollment data each term. Vendors must describe the integration method, including whether a pre-built connector exists, what data elements are transferred, and how the College manages the integration on an ongoing basis. Vendors must also describe what happens when enrollment data changes mid-term, such as late adds or drops.

Integration with Blackboard LMS

Integration with Blackboard to deliver evaluation notifications or access links through the LMS is a desired capability. Vendors must describe whether this integration is available, how it functions, and what is required to configure it at KCKCC.

Single Sign-On and Authentication

The platform must support single sign-on integration using the College's existing identity provider. Students, faculty, and administrators must be able to access the platform using their existing institutional credentials. Vendors must describe supported authentication protocols and any prerequisites for SSO configuration.

Security and Compliance

The platform must support FERPA-compliant data handling and role-based access controls aligned to institutional responsibilities. Data must be encrypted in transit and at rest. Vendors must describe security certifications held, data storage location, incident response protocols, and data retention and deletion practices. Cloud-hosted solutions must include vendor-managed updates, backups, and patching with minimal impact on college staff.

Data Portability and Export

The College must be able to export all evaluation data, including responses, results, and metadata, in standard formats at any time during and at the conclusion of the contract. Vendors must describe the export formats available, any limitations on data access, and what happens to college data upon contract termination.

Uptime and Support

The platform must maintain a minimum monthly uptime of 99.5% outside of scheduled maintenance windows. Vendors must describe the support model, including available support channels, hours of coverage, response time commitments for critical and non-critical issues, and escalation paths. Support must be available to both technical staff and end users.

Historical Data Migration and Continuity

The College has accumulated course evaluation data under its prior vendor platform, Explorance Blue, spanning multiple academic years. Preserving this data and making it accessible within the new platform is a requirement of this procurement. Vendors must describe their capability and approach to ingesting historical evaluation records from Explorance Blue and ensure prior results remain available for reporting, trend analysis, and longitudinal comparison alongside data collected in the new system.

At a minimum, the College expects vendors to address the following in their proposals:

Migration Capability and Prior Experience. Vendors must describe their experience migrating historical evaluation data from other platforms, with particular attention to any prior experience migrating data from Explorance Blue. Vendors should identify which data formats and structures they have worked with and describe their general migration methodology.

Accepted Data Formats and Source Requirements. Vendors must specify the formats in which historical data must be provided for ingestion, such as CSV, Excel, XML, or other structured formats, and describe what metadata fields are required to map historical records to the new system's data model, including course identifiers, term codes, instructor records, question text, and response values. The College will work to obtain an export of historical data from Explorance Blue and expects the incoming vendor to provide clear guidance on what is needed.

Data Mapping and Normalization. Vendors must describe how historical question sets and rating scales will be mapped to the new platform's schema, including how differences in question wording, response scales, or course identification conventions between the prior and current systems will be handled. Vendors should identify any limitations on comparability that may result from structural differences between the two platforms and describe how those limitations will be communicated to end users.

Availability of Historical Data in Reporting. Once migrated, historical evaluation data must be accessible through the platform's standard reporting and analytics interfaces. Faculty must be able to view their own historical results alongside current results. Administrators and institutional effectiveness staff must be able to generate trend reports and longitudinal comparisons that span both the historical data set and data collected in the new system. Vendors must describe how historical and current data are presented together and whether any distinctions or limitations apply to the historical records in reporting views.

Longitudinal Trending Across Data Sources. The platform must support multi-year trend analysis that incorporates migrated historical data. This includes the ability to track changes in evaluation outcomes for individual instructors, courses, departments, and the institution over time, even where historical records originate from a different platform. Vendors must describe how the system handles comparability caveats in trend displays, such as changes in question wording or scale, and how users are informed of any factors that may affect interpretation of longitudinal results.

Migration Timeline and College Responsibilities. Vendors must include historical data migration as a defined phase within their proposed implementation plan, with clear milestones, deliverables, and identification of college responsibilities. Vendors should describe the expected timeline from receipt of the historical data export to availability of migrated data in the production environment, and should identify any dependencies, such as data quality remediation or College-side

preparation work, that could affect the schedule.

Data Validation and Acceptance. Vendors must describe the process by which migrated data will be validated for completeness and accuracy prior to acceptance, including how discrepancies or data quality issues discovered during migration will be surfaced, resolved, and documented. The College expects a formal validation step with institutional sign-off before the migration is considered complete.

Implementation Approach and Expected Deliverables

The College is requesting a clear description of how the vendor will execute implementation through defined phases and deliverables. Vendors must describe sequencing, dependencies, and how they will work with college staff to ensure a successful launch ahead of the first evaluation cycle.

Expected phases include project initiation and requirements alignment, Colleague SaaS and Blackboard integration configuration, survey design and question bank setup, configuration and documentation of the paper-based administration workflow for correctional education sections, historical data migration and validation, user account provisioning and role configuration, staff and faculty training, and a pilot or parallel run prior to full deployment. Vendors must provide a realistic timeline that accounts for the College's academic calendar and identifies the earliest feasible semester in which the platform can be used for live evaluations.

GENERAL CONTRACT TERMS AND CONDITIONS

SECTION 1: GENERAL TERMS

A. Governing Law. A standard contract document will be negotiated once the successful respondent(s) have 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. 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.

7. **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.

8. **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.

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