Wichita Area Technical College

4004 North Webb Road
Building 100
Wichita, Kansas 67226

REQUEST FOR PROPOSALS # 01-124
For
Data Management System the for National Aviation
Consortium Grant Department of Labor Performance Reporting

Buyer: Denise Pfeifer

Date Available: January 31, 2013

Proposals Due: 4:00 p.m. on Friday, February 15, 2013
Wichita Area Technical College
All questions should be sent to Denise Pfeifer dpfeifer@watc.edu
SECTION 1 - INSTRUCTIONS TO PROPOSERS

1-1 GENERAL

Wichita Area Technical College (the “College” or “WATC”) is issuing this Request for Proposals (RFP) for the purpose of soliciting proposals for contracting for a Data Management System for developing National Aviation Consortium (NAC) Department of Labor Performance Reports and Third Party Grant Evaluation. Proposers (also herein referred to as “Contractors”) will execute and submit all proposals in accordance with these instructions and the applicable provisions of the specifications.

1-2 SCOPE OF WORK

The College intends to contract for the provision of Services for developing and hosting the National Aviation Consortium (NAC) data management system for participant tracking to complete quarterly and annual Department of Labor performance reports and third party grant evaluation.

1-3 SUBMISSION OF PROPOSALS

A. Proposals for Consulting Services to develop National Aviation Consortium (NAC) grant data management and performance reporting system will be received at Wichita Area Technical College, 4004 North Webb Road, and Wichita, Kansas 67226 until 4:00 p.m. on February 15, 2013. Proposals received after the exact time specified for receipt will not be considered.

B. Proposal will be accepted through email to dpfeifer@watc.edu or U.S. Postal Mail. Please clearly mark the proposal with
   a. Request for Proposals’ number
   b. Proposer’s name and address

   All proposals must be marked receipted by the deadline date and/or time or they will not be accepted.

C. All proposals shall be valid and constitute an irrevocable offer to contract on the terms and conditions contained in this Request for Proposals for ninety (90) days after opening, but the College reserves the right to accept or reject proposals on each item or service separately or as a whole, to reject any or all proposals, to waive informalities or irregularities, and to contract in the best interest of the College.

1-4 PRICING

A. The proposal price shall include everything necessary for the execution and completion of the Agreement including, but not limited to, furnishing all materials, equipment, management, superintendence, labor, travel expenses, and service, except as may be otherwise provided in the Agreement. Proposer’s signature on this proposal form guarantees that prices have not been arrived at through collusion with other eligible proposers and without effort to preclude the College from obtaining the lowest possible competitive prices. The proposal price shall not include any allowance for Kansas State sales or use tax.

B. The College may reject an offer if it is materially unbalanced as to process for the basic requirements and the option quantities. An offer is materially unbalanced when it is based on prices significantly less than the cost for some work and prices that are significantly overstated for other work.
1-5 QUALIFICATIONS OF PROPOSER

Upon request by the College, the apparent successful Proposer shall furnish documentation satisfactory to the College which confirms qualification requirements. Any conviction for a criminal or civic offense that indicates a lack of business and data integrity of business honesty which currently, seriously, and directly affects responsibility as a state contractor must be disclosed. This is to include (a) 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; (b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (c) conviction under state or federal antitrust statutes; and (d) any other offense to be serious and compelling as to affect responsibility as a state contractor (see K.S.A. 75-37,103).

1-6 BASIS OF AWARD

The College shall make the award to the responsible Proposer whose proposal will be most advantageous to the College, in the College’s sole discretion, with respect to price, conformance to the specifications, quality, and experience. The College shall not in any event be required or constrained to award the Agreement to the Proposer on the basis of price alone. The College may award an Agreement on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer’s best terms from a cost and technical standpoint.

1-7 PROPOSAL CONFIDENTIALITY

Each Proposer agrees that the contents of each proposal submitted in response to this Request for Proposals is confidential, proprietary, and constitutes trade secret information as to all technical and financial data, and waives any right of access to such proposals, except as provided for by law. Except as determined by the College's Procurement Services Office, in its sole discretion, no information will be given regarding any proposals or evaluation progress until after an award is made, except as provided for by law.

SECTION 2 – PROJECT OVERVIEW

2-1 GENERAL

In September 2012, Wichita Area Technical College received $14.9M in a Trade Adjustment Assistance Community College and Career Training Grant that began October 1, 2012. Wichita Area Technical College (WATC) in Kansas is the leader of a consortium that will use its $14.9-million grant to develop industry credentials for the aviation industry. WATC and its partners—Tulsa Community College (Oklahoma), Ivy Tech Community College (Indiana), Guilford Technical Community College (North Carolina) and Edmonds Community College (Washington). The consortium will provide accelerated training for more than 2,500 students in the five states, using strategies based on the National Manufacturers Association Institute’s Skills Certificate System. There are about 600-700 students in WATC’s degree and certificate aviation programs, which cover aviation design, construction and aftermarket servicing.

The College seeks to contract with a qualified Contractor to assist the College with developing a robust data tracking and performance reporting system that meets both DOL and FERPA privacy guidelines. Deliverables will include:

Student Tracking

a. Customized and revisable forms to capture data and create reports for multiple uses

b. Enroll students in the system and gather pre-determined data, e.g., demographic information and desired outcomes

c. Update/Track student progress against predetermined objectives and benchmarks
d. Case notes (searchable if possible), multiple applications and configurations for different users and purposes, both free form text and template based. Security features available to track project manager/retention specialist activity along with automatic date and time stamps for notes

e. Document which services were provided to a client, individual employment plan, goals, etc.

f. Designate student status, e.g. pending, open, suspended, closed

g. Exit students, both automatically and user determined, must include identification of outcomes obtained and supporting documentation

h. Allow for data sharing with state entities in Kansas, Washington, Indiana, Oklahoma, and North Carolina and input of wage outcomes the 1st, 2nd, 3rd and 4th quarters after exit in compliance with Family Educational Rights and Privacy Act (FERPA) and U.S. Department of Labor (DOL) regulations regarding participant individual identifiable information.

i. Produce alerts and individual activity rosters by project coordinator/retention specialist

j. Produce customizable reports (by location and admin) to track individual activities, alerts, and outcomes

k. Produce reports quarterly and annually according to the Department of Labor requirements

l. Produce ad hoc reports according to the needs of the Program Manager, National Project Coordinator and Third Party Evaluator to gauge the grant performance

m. Upload data source documents (PDF and Word Documents) into the database in individual student records

n. Ability to have electronic signatures and online student releases.

**Administrative Tools**

a. Dashboard (Performance Management) - Has the ability to produce reports and provide real time data by student, employee, site and grant for performance outcomes

b. User Administration roles and security restrictions

c. Manage data and outcomes by standard and ad hoc reporting

d. Ability to export all data for the ability to create custom reports and analysis through 3rd party products

e. Reports by User/Client/Provider

f. Add/Change/Remove/Create fields and create reports on demand

The system must be internet based and hosted by the provider on a secure network that is encrypted, meeting the guidelines of security and data sharing established by FERPA and the U.S. DOL.

2-2 **GRANT PROJECT BACKGROUND**

The **National Aviation Consortium (NAC)** positions aviation employers as the central driving force in identification and standardization of required competencies and skills to help close the skills gap being experienced by the aviation industry. NAC will provide accelerated training to over 2500 students to fill the current jobs that remain open due to an unskilled workforce in five states representing 35 counties.

**NAC** has established substantial engagement with 27 critical aviation employers; national association partners and employer engagement at the state and national level and 12 Public Workforce System agencies have signed a Memorandum of Understanding (MOU) committing full support of **NAC**. State and local workforce boards continue to work with partner colleges to fill this aviation worker skills gap.

NAC will use a sector-based strategy, building on the previous success of the National Manufacturers Association (NAM) Institute’s Skills Certificate System, and expanding it with six aviation endorsed manufacturing credentials. NAC will use the emerging success model to 1) stack and lattice aviation credentials, 2) utilize high quality on-line aviation learning modules, 3) implement transfer and articulation agreements, and 4) align with industry and college partners. A fifth critical deliverable is a
The national consensus of aviation manufacturers on National Standard Aviation Credentials to increase competitiveness of United States companies in this essential sector. The National Standard Credentials will transform the delivery of systems of 2-year colleges to meet the needs of TAA-workers and the industry as they develop the aviation talent for the future.

In support of this effort, the National Center for Aviation Training’s managing partner, Wichita TC (Kansas) will be the lead institution for the National Aviation Consortium (NAC) project. Consortium partners include lead colleges from 4 additional aviation manufacturing communities: Tulsa CC (Oklahoma); Guilford Tech CC (North Carolina); Edmonds CC (Washington); and Ivy Tech CC (Indiana). The National Association of Manufacturer’s (NAM) Institute is the key national partner and will leverage stakeholders representing industry and policy leaders. Aviation Credentials to be developed and awarded: NAM-endorsed MSSC, Quality and Health/Safety; Technical Certificates; Assembly Mechanic, Electrical Assembler, Composite Repair, Quality Assurance, Tooling and CNC.

2-3 CONTRACTOR RESPONSIBILITIES

The selected Contractor will be responsible for the following deliverables to be in progress within 30 days and completed within 4 months.

A. Data Tracking and Reporting System
   The end result will be a system that will be able to track students through the life of the grant and the reporting period.
   a. Design and develop the system with secure hosting
   b. Data migration of data collected to date and the interface with the wage reporting systems with validation on data entered
   c. Development of security levels for system administrators and users
   d. Development of standardized reports at the national and individual site level
   e. Development of ad hoc reports
   f. Development of data sharing agreements and files for wage record retrieval for KS, WA, IN, NC, and OK

B. Training and Support
   Training and technical assistance targeted to building the data management capacity of all partners.
   a. Development of a user guide delivered in PDF format
   b. Delivery of two initial user trainings that orient users to the system
   c. Provide ongoing refresher trainings on how to use the system tools and reports to effectively reduce data errors and improve program compliance
   d. Provide one-on-one technical support
   e. Participate in two annual peer-to-peer meetings in person at the request of the NAC Program Manager in Wichita, KS
   f. Resolution of technical issues within agreed upon timeframe based on the nature of the issue
      i. Quarterly and annual reporting issues will be resolved within 48 hours
      ii. Technical issues will be assigned levels of priority, resolution will take no longer than 10 business days unless agreed upon by the National Project Coordinator

C. Customization
   Ability to add data elements for continuous improvement and to meet DOL performance and reporting criteria.
   a. Create custom dashboards
      i. One custom dashboard for the National Project Manager
      ii. One custom dashboard that will be used at each of the five schools
      iii. One custom dashboard for the Third Party Evaluator
   b. Development of new data fields and updated reports
   c. Ability to change data file requirements to for data reporting and retrieval of records

2-4 RFP Attachments

The College has provided several attachments to this RFP (Attachments B, C and D) to help the bidders understand the scope of the grant and the data collection tools utilized. These are not all documents used and are not complete, they are provided as an overview to assist any bidders.

SECTION 3 - INSTRUCTIONS FOR PREPARING PROPOSALS AND REQUIREMENTS
3-1 GENERAL

To aid in the evaluation process, it is required that all responses comply with the items in paragraph 3-2 RFP Response Outline. Paragraph 3-2 outlines the requirements and packaging for the preparation and presentation of a response. Failure to comply may result in rejection of the response. The proposal should be specific and complete in every detail, prepared in a simple and straight-forward manner. Each Proposer shall furnish the information required by the invitation.

3-2 RFP RESPONSE OUTLINE

A. **Response Sheet**: The proposal Response Sheet Attachment A shall be attached to the front of the proposal and shall contain the Proposer's certification of the submission. It shall be signed in ink by an official who has full authority to enter into an Agreement. If emailing your response, a scanned signature will be accepted.

B. **Background and Experience**: Describe the organization, officers or partners, number of employees, and operating policies that would affect this Agreement. State the number of years your organization has been continuously engaged in business. Describe what projects and program experience your organization has related to the aviation industry or similar markets.

C. **Project Methodology**: Provide details of how your organization would approach this project. Please include the following information:

1. For each activity identified in 2-3 Contractors’ Responsibility, please use the following template:

**Contractor’s Responsibility Template**

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Short Description</th>
<th>Total Price</th>
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</thead>
<tbody>
<tr>
<td><strong>A. Data Tracking and Reporting System</strong></td>
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SECTION 4 - PROCUREMENT PROCESS

4-1 PROPOSER INVESTIGATION

The College will make such investigations as it considers necessary to obtain full information on the Proposers selected for discussions, and each Proposer shall cooperate fully in such investigations.

4-2 FINAL OFFERS AND AWARD OF AGREEMENT

Following any discussions with Proposers regarding their proposals the committee will rank the final Proposers for the project, giving due consideration to the established evaluation criteria. The committee will propose award to the proposal which is found to be most advantageous to the College, based on the factors set forth in the Request for Proposals.

SECTION 5 - EVALUATION PROCESS

The College reserves the right to reject any or all proposals, or portions thereof. The selection of a successful Proposer, if any, will be made based upon which proposal the College determines would best meet its requirements and needs.

EVALUATION CRITERIA

The evaluation criteria are listed below, not necessarily in order of importance:

A. Evidence of successful experience in providing similar services to organizations similar in size and scope to colleges with Federal or Department of Labor grants to meet grant compliance requirements.

B. Response to Contract’s Responsibility Template

C. Proposed fees.

D. Product demonstration conducted the week of February 18th.
SECTION 6 - GENERAL CONTRACTUAL TERMS AND CONDITIONS

In addition to the Wichita Area Technical College General Terms and Conditions, the following terms and conditions shall apply to the Agreement.

6-1 AGREEMENT TERMS AND CONDITIONS

The submission of a proposal herein constitutes the agreement of Contractor that any Agreement to be drawn as the result of an award herein shall be prepared by the College and shall include at a minimum, all terms and conditions set forth in this Request for Proposals. The submission of a proposal shall further constitute the agreement of each Contractor that it will not insist on the use of standard contract agreements, documents, or forms, and that it waives any demand for the use of its standard agreements.

6-2 LAWS, REGULATIONS AND PERMITS

The Contractor shall give all notices required by law and comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations relating to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any. Failure of the College to insist on the strict performance of the terms, conditions, and agreements herein contained or any of these shall not constitute or be construed as a waiver of relinquishment of the College's right thereafter to enforce strict compliance with any such terms, agreement or condition, but the same shall continue in full force and effect. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor, including the Contractor's subcontractors, if any.

6-3 PAYMENT AND ACCEPTANCE

Except as otherwise provided herein, payments shall be due and payable within (30) days after acceptance of such goods or services or after receipt of properly completed invoice, whichever is later. No advance payment shall be made for goods or services furnished pursuant to this Agreement.

6-4 CONTRACTOR COMMITMENTS, WARRANTIES, AND REPRESENTATIONS

a. Any commitment by the Contractor within the scope of this Agreement shall be binding upon the Contractor. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for actual damages incurred by the College by reason of such failure of the Contractor. The rights and remedies of the College provided in this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under the terms of this Agreement. For purposes of this Agreement, a commitment by the Contractor includes: 1) prices and options committed to remain in force over a specified period of time; 2) any warranty or representation made by the Contractor in a proposal as to performance or any other physical, design, or functional characteristics; 3) any warranty or representation made by Contractor concerning the characteristics or items in (2) above, contained in any literature, descriptions, drawings or specifications accompanying or referred to in a proposal; 4) any modification of, affirmation, or representation as to the above that is made by Contractor in writing or during the course of negotiation, whether or not incorporated into a formal amendment to the proposal, supporting documents or negotiations subsequent thereto as to training to be provided, services to be performed, prices, and options committed to remain in force over a fixed period of time, or any other similar matter, regardless of the fact the duration of such commitment may exceed the duration of this Agreement.

b. In addition to any other representations and warranties contained herein, Contractor represents and warrants the following: (1) that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to provide the equipment and goods, complete the services, and perform its obligations required hereunder; (2) that it is authorized to do business in Kansas, properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and the equipment, goods, and/or services required hereunder, and has or will obtain all licenses and permits required by law prior to the beginning date of the initial term of the Agreement.
6-5 **KANSAS ACT AGAINST DISCRIMINATION**

The following (Sec. 1-5 of K.S.A. 44-1030(a)) are conditions of the Agreement. Only contractors, vendors, or suppliers whose contracts with the College cumulatively total Five Thousand Dollars ($5,000) or less during the fiscal year of the College or who have fewer than four (4) employees shall be exempt from these provisions.

a. The Contractor shall observe the provisions of the Kansas act against discrimination, as amended, and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;

b. In all solicitations or advertisements for employees, the Contractor shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas human rights commission;

c. If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the College;

d. If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the College; and

e. The Contractor shall include the provisions of K.S.A. 44-1030(a)(1)-(5), as amended, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

6-6 **EXECUTIVE ORDER 11246**

The Contractor shall, in the performance of the requirements of any contract, comply with the provisions stipulated in Executive Order 11246.

6-7 **CONTINUATION DURING DISPUTES**

The Contractor agrees, notwithstanding the existence of any dispute between the parties, insofar as possible under the terms of the Agreement to be entered into, each party will continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by any court.

6-8 **CONTRACTOR’S INSURANCE**

a. **Workers’ Compensation Insurance:** The Contractor shall maintain workers’ compensation insurance in accordance with the laws of the state of Kansas.

b. **Comprehensive General Liability Insurance:** The Contractor shall maintain Comprehensive General Liability Insurance (including broad form contractual liability, products, and completed operations) in the amount of at least one million dollars ($1,000,000) per person and one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; and property damage in the amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate.

c. **Comprehensive Automobile Liability Insurance:** The Contractor shall maintain Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, covering bodily injury in the sum of not less than one million dollars ($1,000,000) per person and one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate; and property damage in the amount of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate.

d. **Professional Liability Insurance:** The Contractor shall maintain Professional Liability (errors and omissions) Insurance on a claims made basis with limits of liability of not less than one million dollars ($1,000,000).

e. **General Requirements:** All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the College and shall be maintained at Contractor’s expense. All insurance required hereunder
shall name “Wichita Area Technical College, its agents, its employees, and its assigns” as additional insured’s and shall contain a clause requiring written notice to the College thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of a final contract. Said certificates shall evidence compliance with all provisions of this section 6-11.

6-9 **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless College, College's officers, directors, partners, and employees from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all courts or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's sub-contractors in the performance and furnishing of Contractor's services under this Agreement.

6-10 **APPROPRIATIONS CLAUSE**

The College’s obligations and liabilities hereunder are subject to the appropriation of funds. If funds are not appropriated for the purpose of this Agreement, the Agreement shall terminate and neither party shall have any further obligations hereunder.

6-11 **GENERAL QUALITY**

All of the Contractor's work shall be performed with the highest degree of skill and completed in accordance with the Agreement Documents.

6-12 **PROOF OF COMPLIANCE WITH AGREEMENT**

In order that the College may determine whether the Contractor has complied with the requirements of the Agreement documents, the Contractor shall, at any time when requested by the College, submit to the College properly authenticated documents or other satisfactory proofs as to compliance with such requirements.

6-13 **RISK OF LOSS**

Until all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by the College and working properly, or unless the College provides otherwise, the Contractor shall bear all risks of all loss or damage to the improvements, equipment, or goods, excluding loss or damage caused by acts, omissions, or negligence of the College. Once all improvements, equipment, or goods to be provided under this Agreement are installed on property owned or controlled by College and working properly, the risk of all loss or damage shall be borne by College, excluding loss or damage caused by acts, omissions, or negligence of the Contractor.

6-14 **SEVERABILITY**

If any term or condition of this Agreement or the 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 terms and conditions of this Agreement are declared severable.

6-15 **INTEGRATION**

This Agreement constitutes the entire Agreement between the parties. No change thereto shall be valid unless in writing communicated in the stipulated manner, and signed by the College and the Contractor.

6-16 **SURVIVAL OF TERMS**

The terms and provisions hereof, and all documents being executed hereunder, if any, including, without limitation, the representations and warranties, shall survive this Agreement and shall remain in full force and effect thereafter.
6-17  TIME OF ESSENCE

All times provided for in this Agreement, or in any other document executed hereunder, for the performance of any act will be strictly construed, time being of the essence.

6-18  INFORMATION TRUE AND CORRECT

All documents, agreements and other information provided to the College by Contractor or which Contractor has caused to be provided to the College are true and correct in all respects and do not omit to state any material fact or condition required to be stated, necessary to make the statement or information not misleading, and there are no other agreements or conditions with respect thereto.

6-19  CONFIDENTIALITY

The parties hereto agree that the terms and conditions of this Agreement shall be held in confidence except as required by or for applicable disclosure laws, financing sources, enforcement of the Agreement, mergers and acquisitions, or as otherwise mutually agreed by the Parties, and such agreement shall not be withheld unreasonably.

6-20  TERMINATION FOR CONVENIENCE

The College may terminate this Agreement, in whole or in part, at any time by written notice to the Contractor. The Contractor shall be paid its reasonable costs, including reasonable close-out costs and a reasonable profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim for payment. If the Contractor has any property in its possession belonging to the College, the Contractor will account for the same and dispose of it in the manner the College directs.
1. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CONTRACTOR ARE OBJECTED TO AND ARE HEREBY REJECTED, UNLESS OTHERWISE PROVIDED FOR IN WRITING BY THE EXECUTIVE DIRECTOR OF PROCUREMENT SERVICES, WICHITA AREA TECHNICAL COLLEGE.

2. CHANGES: No alteration in any of the terms, conditions, delivery, price, quality, quantity or specifications of this order will be effective without the written consent of the Wichita Area Technical College Procurement Services Office.

3. PAYMENT, CASH DISCOUNT: Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received and accepted, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment shall not be considered late if a check or warrant is available or mailed within the time specified.

4. TERMINATION: In the event of a breach by Contractor of any of the provisions of this Agreement, Wichita Area Technical College reserves the right to cancel and terminate this Agreement forthwith upon giving written notice to the Contractor. Contractor shall be liable for damages suffered by Wichita Area Technical College resulting from Contractor’s breach of Agreement.

5. TRADEMARKS: Contractor shall not use the name, trade name, trademark, or any other designation of the College, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose (other than in performing under this Agreement) without the College’s prior written consent in each case.

6. SAVE HARMLESS: Contractor shall protect, indemnify, and save Wichita Area Technical College harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of Contractor, its employees, or subcontractors, howsoever caused.

7. TAXES: The College is exempt from the tax levied by the Kansas Retailers’ Sales Tax Act and the Compensating Tax Act for the reason that KSA 79-3606(c) provides that all sales of tangible personal property or services, including the renting and leasing of tangible personal property, purchased directly by a public or private elementary or secondary school or public or private nonprofit educational institution and used primarily by such school or institution for nonsectarian programs and activities provided or sponsored by such school or institution or in the erection, repair or enlargement of buildings to be used for such purposes.

8. BINDING EFFECT: This Agreement is for the benefit only of the parties hereto and shall inure to the benefit of and bind the parties and their respective heirs, legal representatives, successors and assigns.

9. ASSIGNMENTS: No Agreement, order, or any interest therein shall be transferred by Contractor to any other party without the approval in writing of the executive director of Procurement Services, Wichita Area Technical College. Transfer of an Agreement without approval may cause the recession of the transferred Agreement at the option of Wichita Area Technical College. Notwithstanding any assignment, Contractor shall remain fully liable on this Agreement and shall not be released from performing any of the terms, covenants, and conditions of this Agreement.

10. WAIVER: No covenant, term or condition, or the breach thereof, shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and then only to the extent of such written consent. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default unless otherwise expressly agreed to in writing.

11. FORCE MAJEURE: Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (except for financial ability), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage.

12. NO JOINT VENTURE: Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment or agency relationship between the parties.
13. NONDISCRIMINATION: Contractor represents and agrees that it will not discriminate in the performance of this Agreement or in any matter directly or indirectly related to this Agreement on the basis of race, sex, color, religion, national origin, disability, ancestry, or status as a veteran. This non-discrimination requirement includes, but is not limited to, any matter directly or indirectly related to employment. Breach of this covenant may be regarded as a material breach of Agreement.

14. COLLEGE REGULATIONS: Contractor shall follow and comply with all rules and regulations of the College and the reasonable instructions of College personnel.

15. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by the laws of the State of Kansas. Any legal proceeding related to this Agreement shall be instituted in the courts of the state of Kansas, and Contractor agrees to submit to the jurisdiction of such court.
WICHITA AREA TECHNICAL COLLEGE REQUEST FOR PROPOSALS NO.

ATTACHMENT A

PROPOSAL RESPONSE CERTIFICATION

___________________
DATE

The undersigned, as Proposer, declares that they have read the Request for Proposals, and that the following proposal is submitted on the basis that the undersigned, the company, and its employees or agents, shall meet, or agree to, all specifications contained therein. It is further acknowledged that addenda numbers _____ to _____ have been received and were examined as part of the RFP document.

Name of Proposer

____________________________________
Signature of Proposer

____________________________________
Title

____________________________________
Name of Firm

____________________________________
Street Address

____________________________________
City, State, Zip

____________________________________
Telephone / Fax Number

____________________________________
State of Incorporation

____________________________________
E-mail Address

____________________________________
Tax ID Number
WICHITA AREA TECHNICAL COLLEGE REQUEST FOR PROPOSALS NO.

ATTACHMENT B

National Aviation Consortium Grant Student Intake

Student Information

First Name:   Middle Initial:   Last Name:   
SSN:   DOB:   
Address:   City:   State:   Zip Code:   
Phone:   Phone:   Email:   

Gender: □ Male □ Female    Ethnicity: □ Hispanic/Latino □ Non-Hispanic/Latino    
Race: □ White/Caucasian □ Asian □ Black/African American □ Native Hawaiian or Pacific Islander    
□ American Indian/Alaskan Native □ More Than One Race    
Citizenship: □ U.S. Citizen □ Non-Citizen Eligible to work in the US (provide proof of eligibility)    
INS Form Number: □ Non-Citizen, not eligible to work    

Are you disabled? □ Yes (if yes, answer disability question below) □ No □ Not Self Identified    
Disability: □ Physical Impairment □ Mental Impairment □ Both physical and mental □ Not self identified    
Are you in school? □ Yes □ No □ Highest grade completed    
Have you served on active duty in the US Armed Forces? □ Less than 180 days □ More than 180 days □ No    
Are you a Transitioning Service Member? □ Yes □ No    
Are you currently in the Guard or Reserves? □ Yes □ No □  
Please list active start and end dates of military service (mm/dd/yyyy): From □ To    
What was your character of discharge? □ Honorable □ Other □ Dishonorable    
Veteran Type: □ Veteran □ Campaign Veteran □ Post 9/11 □ Disabled    
Are you an eligible spouse of a Veteran? □ Yes □ No    
Have you registered with Selective Service: □ Yes □ No □ Exempt (please explain)    
Are you Employed? □ Yes □ No □ Employed, but with notice of termination or military separation    
Actual or Projected Termination or Layoff Date:    
Employer Name (current or previous):    
Hourly Wage (current or previous): $    
Hours per Week:    
Length of time with employer(in months):    
Job Title (current or previous):    
ONet Code:    
TAA Eligible: □ Yes □ No □ TAA Petition Number:    

WATC RFP # 16
How many weeks of the past 26 weeks have you been unemployed?  weeks

Are you currently receiving Unemployment?  Yes  No

Please select one below:

☐ Have you been laid off or received a notice of layoff from your employer as a result of a reduction in the employer's workforce or received a notice of termination from your employer?

☐ Have you been laid off or received a notice of layoff from your employer as a result of a permanent closing or major layoff?

☐ Are you employed by an employer who has made a general announcement that the business will close within 180 days?

☐ Are you employed by an employer who has made a general announcement that the business will close, without naming a specific date?

☐ Were you self-employed and are now unemployed due to general economic conditions or a natural disaster in your community?

☐ Are you a displaced homemaker? A displaced homemaker is an individual who was dependent on support from a family member whose support is no longer available, is unemployed or underemployed, and is having difficulty finding a job or finding a good job.

☐ Are you unemployed as a result of military closures or realignments?

☐ Are you unemployed due to multiple layoffs in a single local community, significantly increasing the total number of unemployed workers?

☐ Are you unemployed due to emergencies or natural disasters which have been declared eligible for public assistance by the Federal Emergency Management Agency (FEMA)?

☐ None of the above

Do you receive any of the following?

☐ SSI  ☐ TANF  ☐ General Assistance  ☐ Food Stamps  ☐ SSDI

☐ Subsidized Housing  ☐ Other (list):

☐ Receives or is a member of a family that receives cash payments under a federal, state, or local income based public assistance program

☐ Received an income, or is a member of a family that received a total family income for the six month period prior to application for the program involved that, in relation to family size, does not exceed the poverty line

☐ Received an income, or is a member of a family that received a total family income, for the six month period prior to application for the program involved that, in relation to family size, does not exceed 70 percent of the lower living standard income level (LLSIL) for an equivalent period

☐ Member of a household that receives, or has been determined within the six month period prior to application, to be eligible to receive food stamps

☐ Homeless individual

☐ Disabled and own income meets the income requirements of a participant who receives cash payments under federal, state, or local income based public assistance programs

☐ Disabled and own income is at the poverty line for a six month period prior to application for the program involved regardless of whether their family does not meet this income requirement

Do you have any of the following barriers to employment?

Deficient in basic literacy skills:  ☐ English  ☐ Math  ☐ Both  ☐ No

Limited English Language Proficiency:  ☐ Yes  ☐ No  List Language:

☐ Offender  ☐ Yes  ☐ No

☐ Older Worker  ☐ Yes  ☐ No

WorkKeys Scores:  AM  RI  LI  Date Certificate Awarded:

Program Information
School Name: ___________________________ Student Number: ___________________________

Program Name: ___________________________ Planned Certification/ Degree: ___________________________

Credit Hours: ________ Classroom Hours: ________ Program Start Date: ________ Program End Date: ________ Cost: ________

☐ Full Time Student ☐ Part-Time Student ☐ Pell Grant Eligible: ☐ Yes ☐ No ☐ VRAP High Demand (Veterans Only): ☐ Yes ☐ No

Prior Learning Credit Awarded: ☐ Yes Amount ☐ No

Attestation
I attest that the information stated above is true and accurate to the best of my knowledge and there is no intent to commit fraud. I understand that the above information, if misrepresented or incomplete, may be grounds for penalties as specified by law. I am aware that the information I have provided is subject to review and verification, and that I may be required to document its accuracy.

Privacy Act
The National Aviation Consortium and its partners complies with the Family Educational Rights and Privacy Act of 1974 (FERPA) and affords students certain rights with respect to their educational records. This act was designed to protect the privacy of educational records, to establish a student’s right to inspect and review their educational records and to provide guidelines for the correction of inaccurate or misleading data through informal and formal hearings.

In accordance with the Privacy Act of 1974 (Public Law No. 93-579, 5 U.S.C. 552a), you are hereby notified that the Department of Labor is authorized to collect information to implement the Trade Adjustment Assistance Community College and Career Training Program under 19 USC 2372 – 2372a. The principal purpose for collecting this information is to administer the program, including tracking and evaluating participant progress. Providing this information, including a social security number (SSN) is voluntary; failure to disclose a SSN will not result in the denial of any right, benefit or privilege to which the participant is entitled. The information that is collected on this form will be retained in the program files of the grantee and may be released to other Department officials in the performance of their official duties.

Fair Credit Reporting Act
The Fair Credit Reporting Act (FCRA) requires an employer to obtain the applicant’s permission before asking a background screening company for a criminal history report, and requires the employer to provide the applicant with a copy of the report and a summary of the applicant’s rights before the employer takes an adverse action (such as denying an application for employment) based on information in the criminal history report. For more information: http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre36.shtm

Authorization
In the course of providing employment assistance, other agencies/organizations may require access to your personal information. Please review and mark all that apply:

☐ I authorize the National Aviation Consortium to release and/or provide, on a need-to-know basis, that information which is reasonably necessary to accomplish the goals and objectives of my employment and training plan or self-sufficiency plan, unless the release or provision of such information is otherwise prohibited by law or regulation.

☐ I authorize release of information, as above; to any of the National Aviation Consortium partner programs that are service providers as part of my school or employment plan. I authorize release of information, as above, to any service provider from whom I request additional services over and above those that are part of my school or employment plan.

Release of Information
I HEREBY authorize release of the following information to the National Aviation Consortium (NAC), unless the release or provision of such information is otherwise prohibited by law or regulation:

This authorization is valid for a period of forty-eight (48) months from this date or until the date of exit from National Aviation Consortium (NAC) programs and services, whichever is sooner. This authorization is valid for the purpose of obtaining information for program performance reporting and participant follow-up activities related to post-exit employment and earnings, to include wage record information, and for the purpose of obtaining educational information relating to vocational certification for a period not to exceed eighteen (18) months from the date of exit from programs and services.

☐ NAC partner state social services agencies may provide information regarding my participation in Economic Employment Support Programs (EES) and/or Rehabilitation Services Programs (RS).

☐ NAC partner state labor agencies may provide information related to employer reported wage records, employer reported new hire information, and Unemployment Insurance Benefit information.

☐ NAC partner state workforce services agencies may provide information regarding my participation in Employment, Reemployment, and Training programs.

☐ NAC partner state education agencies may provide my GED test scores and records relating to my current and past education, as maintained by local and state education programs.

☐ NAC partner state Board of Regents may provide my GED test scores and records relating to current and past education, as maintained by members of the Regents system.

☐ Employment information maintained by current and past employers.

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☐ Employment information maintained by current and past employers.
WICHITA AREA TECHNICAL COLLEGE REQUEST FOR PROPOSALS NO.

ATTACHMENT C

National Aviation Consortium Grant Student Quarterly Follow Up

Student Information

NAC Student Number: (shaded lines required only if new or updated information)

First Name: Middle Initial: Last Name:

Address: City: State: Zip Code:

Phone: Phone: Email:

Hours Completed this Quarter: Credit Hours: Classroom Hours: Current Class GPA

Program Completed: ☐ Yes ☐ In Progress ☐ Expelled ☐ Incomplete ☐ Withdraw

If the student withdrew please list the reason: ☐ Employed ☐ Personal ☐ Other Education

If program is completed, list certifications/degree attained:

Was the program more than 1 year in length? ☐ Yes ☐ No

If no degree or certification was attained list the reason:

Total number of grant credentials earned this quarter:

Student is starting another grant program: ☐ Yes ☐ No (complete additional program information below)

Student is continuing education in a non-grant program: ☐ Yes List: ☐ No

Did the student become employed this quarter? ☐ Yes ☐ No If yes list the information in the employer section

If yes, does the ONet code match the training goal? ☐ Yes ☐ No

If employed, has the student received a wage increase this quarter? ☐ Yes ☐ No If yes, amount date

Has the student been referred to a partner for additional assistance? ☐ Yes ☐ No

If yes, partner name date reason

Additional referrals:

partner name date reason

partner name date reason

partner name date reason

Employment Information

Are you Employed? ☐ Yes ☐ No ☐ Employed, but with notice of termination or military separation

Actual or Projected Termination or Layoff Date: Employer Name:

Hourly Wage (current): $ Hours per Week:

Job Title: ONet Code:

Date of Hire: ☐ Exempt ☐ Hourly Benefits eligible: ☐ Yes ☐ No

☐ Subsidized Wages ☐ Unsubsidized Wages Is this non-traditional employment? ☐ Yes ☐ No

Are you currently receiving Unemployment? ☐ Yes ☐ No

WorkKeys Scores: AM RI LI Date Certificate Awarded:

Program Information

School Name: Student Number:
<table>
<thead>
<tr>
<th>Program Name:</th>
<th>Planned Certification/ Degree:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Credit Hours:</td>
<td>Classroom Hours:</td>
</tr>
<tr>
<td>Program Start Date:</td>
<td>Program End Date:</td>
</tr>
<tr>
<td>Cost:</td>
<td></td>
</tr>
</tbody>
</table>

- [ ] Full Time Student
- [ ] Part-Time Student
- Pell Grant Eligible: [ ] Yes [ ] No
- VRAP High Demand (Veterans Only): [ ] Yes [ ] No
- Prior Learning Credit Awarded: [ ] Yes [ ] No

### Additional Programs

<table>
<thead>
<tr>
<th>School Name:</th>
<th>Student Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Name:</td>
<td>Planned Certification/ Degree:</td>
</tr>
<tr>
<td>Credit Hours:</td>
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<tr>
<td>Cost:</td>
<td></td>
</tr>
</tbody>
</table>

- [ ] Full Time Student
- [ ] Part-Time Student
- Pell Grant Eligible: [ ] Yes [ ] No
- VRAP High Demand (Veterans Only): [ ] Yes [ ] No
- Prior Learning Credit Awarded: [ ] Yes [ ] No

### Job Interviews

<table>
<thead>
<tr>
<th>Employer Name:</th>
<th>Interview Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Job Title</td>
<td>ONet Code:</td>
</tr>
<tr>
<td>Received Offer: [ ] Yes [ ] No [ ] Pending</td>
<td></td>
</tr>
</tbody>
</table>

- Employer Name:                     | Interview Date:                                      |
| Job Title                          | ONet Code:                                           |
| Received Offer: [ ] Yes [ ] No [ ] Pending |

- Employer Name:                     | Interview Date:                                      |
| Job Title                          | ONet Code:                                           |
| Received Offer: [ ] Yes [ ] No [ ] Pending |

- Employer Name:                     | Interview Date:                                      |
| Job Title                          | ONet Code:                                           |
| Received Offer: [ ] Yes [ ] No [ ] Pending |

### Attestation

I attest that the information stated above is true and accurate to the best of my knowledge and there is no intent to commit fraud. I understand that the above information, if misrepresented or incomplete, may be grounds for penalties as specified by law. I am aware that the information I have provided is subject to review and verification, and that I may be required to document its accuracy.

Student Signature: ___________________________ Date: ___________________

Project Coordinator Signature: ___________________________ Date: ___________________
WICHITA AREA TECHNICAL COLLEGE REQUEST FOR PROPOSALS NO.

ATTACHMENT D
National Aviation Consortium Grant Student Exit

Student Information
First Name:  Middle Initial:  Last Name:  NAC Student Number:

Program Information
Last day attended NAC program:
Total Grant Hours Completed:  Credit Hours:  Classroom Hours:  GPA:
Program Completed:  Yes  In Progress  Expelled  Incomplete  Withdrawn
If the student withdrew please list the reason:  Employed  Personal  Other Education
If program is completed, list all certificates/credentials/degrees attained:
Was the program more than 1 year in length?  Yes  No
If no degree or certificate was attained list the reason:
Is the student continuing education in a non-grant program?  Yes List:  No
Did the student become employed upon completion?  Yes  No  If yes, complete the employment section
If an incumbent worker did the student receive a wage increase as a result of training?  Yes  No  If yes, amount  date

Employment Information
Employer Name:  Date of Hire:
Job Title:  ONet Code:
Hourly Wage (current): $  Hours per Week:
Exempt  Hourly  Benefits eligible:  Yes  No
Subsidized Wages  Unsubsidized Wages  Is this non-traditional employment?  Yes  No
Does the ONet code match with training ONet code(s)?  Yes  No
Has the student received a wage increase to date?  Yes  No  If yes, amount  date
Verification completed with:  Check stubs  Employer  Work Number  Wage Records
Project Coordinator:  Date:

Follow Up
Employed 1st quarter after exit?  Yes  No  If no, intervention completed?  Yes  No  Successful?  Yes  No
Employed 2nd quarter after exit?  Yes  No  If no, intervention completed?  Yes  No  Successful?  Yes  No
Employed 3rd quarter after exit?  Yes  No  If no, intervention completed?  Yes  No  Successful?  Yes  No
All employment verification and follow up activities must be documented in the National Aviation Consortium database and reported quarterly.

Retention Specialist:  Date:

WATC RFP #
National Aviation Consortium Student Follow Up

Student S.S. #: ___________________________  Student Full Name: ___________________________

Employment Start Date: ___________________________  Job Title: ___________________________

Hours per week: ___________________________  Hourly wage: ___________________________  ONet Code: ___________________________

Type of Employment:  □ Temporary  □ Permanent  □ Part-time  □ Full-time

Verification Date: ___________________________

Verification Method:  □ Pay Stub  □ Letter from Employer (on letterhead or company email with hours)

Direct Employer Contact

Name of Contact Person: ___________________________  Title: ___________________________

Date and Time: ___________________________

Employer Name: ___________________________  Employer Phone: ___________________________

Employer Address: ___________________________

Project Coordinator/ Retention Specialist Signature: ___________________________  Date: ___________________________

☐ 30 Day Retention  ☐ 60 Day Retention  ☐ 90 Day Retention

Exit Date: ___________________________  Employment End Date: ___________________________ (if no longer employed)

Verification Method:  □ Pay Stub  □ Letter from Employer (on letterhead or company email with hours)

Direct Employer Contact

Name of Contact Person: ___________________________  Title: ___________________________

Date and Time: ___________________________

Fringe Benefits at Retention:

☐ Health Insurance  ☐ Paid Time Off  ☐ Retirement

Updates in Information:  Hours per week: ___________________________  Hourly wage: ___________________________  Date of Change: ___________________________

Project Coordinator/ Retention Specialist Signature: ___________________________  Date: ___________________________