



Central
Washington
University

Request for Proposal

Central Washington University

Ellensburg, WA

Reference Bid: RFP# 25-001
Chemical Inventory System

Issue Date: July 23, 2024

Letter of Intent-to-Respond: August 4, 2024, 3:00 PM (PDT) (Mandatory)

Questions Due: August 4, 2024, 3:00 PM (PDT)

Proposals Due: August 18, 2024, 3:00 PM (PDT)

Email Proposals to Charity.Thornton@cwu.edu

**Central Washington University
Purchasing Office - Mail Stop 7480
2nd Floor Mitchell Hall
400 E. University Way
Ellensburg, WA 98926-7480**

Note: This RFP document and subsequent associated information will be posted on CWU's Internet Site and the State of Washington's WEBS site:

CWU Procurement: <http://www.cwu.edu/contracts/current-bid-opportunities>

State of Washington's WEBS:

<http://des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx>

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BIDDER'S RFP CHECKLIST

The Most Critical Things to Keep in Mind When Responding to an RFP for Central Washington University:

1. _____ Read the *entire* document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; contract requirements (i.e., contract performance, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ Note the procedures for communication with the University during the RFP process. All communication during the RFP process must be in writing. Respondents should not contact University personnel outside of the opportunity provided in the document.
3. _____ Attend the pre-proposal conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the University of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the buyer by the due date listed in the "applicable dates" sections and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the University's website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the University or the evaluation committee will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the University. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, e.g., bidders submittal page, reference forms, attachment forms, etc.
8. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
9. _____ **Submit your response on time.** Note all the dates and times listed in the applicable dates section and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Bidder's Response

SECTION #1: BIDDERS SUBMITTAL PAGE

The undersigned has carefully examined all instructions and specifications and hereby proposes to furnish the services described herein, in accordance with the bid instructions and specifications. (Note: Signature must be in ink and must be that of an individual authorized to act in such capacity for the firm represented.)

- Respondent is a company in good standing for the services offered _____.(Initial)
- Respondent has responded to all items in Section #4 "Required Responses of all Bidders" _____(Initial)
- The response to this RFP has been prepared independently, without consultation, communication, or agreement with others for the purpose of restricting competition. _____(Initial)
- In preparing this RFP, respondent has not been assisted by any current or former employee of the state of Washington whose duties relate to this bid and who was assisting in other than his or her official capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this RFP. _____(Initial)
- Vendors under consideration may be asked to provide current, audited financial statements or the equivalent to include at a minimum: an income statement; statement of cash flows; and a balance sheet. This information is subject to disclosure if it is deemed to be a determining factor in the award decision. Vendor agrees to provide this information upon request by the University. _____(Initial)
- Respondent agrees that any resulting contract will be subject to the terms and conditions of this solicitation. _____(Initial)
- During the term of an awarded Contract, Bidder, including any subcontractor, shall not discriminate on the bases enumerated at [RCW 49.60.530\(3\)](#). Bidder, including any subcontractor, also shall give written notice of this nondiscrimination requirement to any labor organizations with which Bidder, or subcontractor, has a collective bargaining or other agreement. In addition, Bidder, including any subcontractor, shall cooperate with any Washington state agency investigation regarding any allegation that Bidder, including any subcontractor, engaged in prohibited discrimination set forth in [RCW 49.60.530\(3\)](#). _____(Initial)
- Respondent agrees that any resulting contract, if applicable, will require respondent participation in Section 2.10 Subcontractor Participation Monitoring and Reporting. _____(Initial)
- Respondent has responded to "Appendix D: Vendor Diversity Plan". _____(Initial)
- Respondent agrees to make purchases available to other WIPHE members per terms and conditions of Appendix B of this solicitation. (Initial yes or no)
Y__N__

Any official correspondence related to this Request for Proposal solicitation shall be directed to the owner, Central Washington University, Purchasing Office, Attn: Charity Thornton, 400 E University Way; MS 7480; Ellensburg, WA 98926-7480; and to the respondent as noted below:

Bidder, within the three-year period immediately preceding the date of this bid solicitation, has not been determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or

general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW relating to the payment of wages. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Name of Signing Officer

Title

Company Name

Company Address

Telephone

Fax Number

Email

Tax ID Number

Signature

Date

SECTION #2: GENERAL INFORMATION

2.1 Purpose of Proposal:

Central Washington University (CWU, the University, Central) intends to contract for the purchase, implementation, training, hosting and maintenance associated with a configurable and customizable pre-built enterprise chemical inventory management system. CWU staff will have the responsibility for inputting and maintaining all records in-house; these functions will not be outsourced to the software vendor.

Stated within this RFP are instructions for submitting proposals, scope of work and specifications, and criteria by which a vendor will be selected, and the contractual terms by which the University proposes to govern the relationship with selected vendor. The RFP provides vendors a means to present their qualifications and abilities for an objective review.

2.2 Background: Central Washington University (CWU) is a publicly assisted university located in Ellensburg, Washington, 100 miles east of Seattle. The governing board of the university is appointed by the governor. About 8,000-9,000 full-time equivalent students attend the university, 1700 of whom attend one of six satellite campuses located in, Des Moines, Lynnwood, Lakewood, Moses Lake, Wenatchee, and Yakima; and two Instructional Sites located in Sammamish, and at the Joint Base Lewis-McChord. CWU has approximately 1,400 faculty and staff located at the various facilities. Further information about the university may be found at the following web site: www.cwu.edu. Ninety-five percent of CWU students are Washington residents.

About 80 percent of CWU students are from western Washington, with concentrations in King, Pierce, Snohomish, and Yakima counties. About 30 percent of students are people of color. Sixty-five percent of graduates transferred to CWU from another institution.

The university colleges, departments, and development divisions work with advisory boards that include membership of business leaders from throughout the state.

CWU is a master's degree-granting university. Some signature areas of study at CWU include music, information technology and administrative management, education, supply chain management, geology, aviation, and paramedics.

2.3 Term of Contract: CWU will negotiate the term of the contract with the successful bidder.

2.4 Evaluation Process: The University will award a contract based on price and the responses of the vendors required in Section #4: Required Responses. Vendors under consideration may be invited to demonstrate. All costs associated with demonstrations will be the responsibility of the vendor. Points earned during evaluation of bid submittals may be adjusted following the demonstrations.

2.5 Confidentiality: All information specifically requested in this RFP is subject to Public Disclosure and available after contract execution. Providers may request that

specific additional portions of their submittals be considered exempted from disclosure pursuant to RCW 42.56.210; however, the University makes no assurances that such materials will be held in confidence after contract execution if they are not deemed qualified for exemption by the University. Any submittals that are a determining factor in award of a contract will be subject to disclosure.

2.6 Other Institutions Eligible for Purchase This solicitation is being issued by Central Washington University (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34. This solicitation offers the bidder an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education (WIPHE). Appendix B contains information about the WIPHE cooperative membership and the terms and conditions of such arrangements. There are no WIPHE members committed to participate in this bid, but potential participants are identified in Appendix B.

2.7 University Parking: Enclosed for your information is a University map. Visitors to campus should stop at the CWU Conference Services desk in Munson Hall for directions and parking information. CWU is not responsible for parking infractions/violations incurred by visitors. www.cwu.edu/facility/campus-map.

2.8 WA State Business License Requirement: Business enterprises, whether an individual, partnership, or corporation, must obtain a Washington business license to do business in Washington State. Application information may be obtained from the Internet site of the Department of Licensing: <https://bls.dor.wa.gov>.

2.9 Minority and Women's Business Enterprises:

The following voluntary numerical Diverse Business Inclusion goals have been established for the project as:

Minority Business Enterprises (MBE's): 10%
Woman's Business Enterprises (WBE's) 6%.
Washington Small Business 5% & Veterans 5%

Achievement of the goals is encouraged. However, no minimum level of Diverse Business participation shall be required as a condition of vendor selection. Proposals will not be rejected or considered non-responsive if they do not include diverse Business participation, **but plan for Diverse Business Inclusion is required (see Appendix D)**. Vendors may contact the following resources to obtain information on certified and registered diverse business:

- The Office of Minority and Women's Business Enterprises: 866.208.1064 or www.omwbe.wa.gov,
- For small business information: <https://des.wa.gov/services/contracting-purchasing/doing-business-state/bid-opportunities/business-diversity> or 360-407-8010.
- The Department of Veterans' Affairs: 1-800-562-2308 or www.dva.wa.gov.

3.0 Subcontractor Participation Monitoring and Reporting: Once a contract is awarded through the solicitation or proposal process, the awarded Prime Contractor is obligated to complete the vendor registration in Access Equity. Access Equity is a

secure online vendor management system (B2GNow). Confidential information (Tax ID, etc.) will not be published. Prime Contractors that have previously registered with B2Gnow for any public entity, must verify the system has updated information. Contractors can access the system at <https://omwbe.diversitycompliance.com/> or through a direct link on the Office of Minority and Women's Business Enterprises (OMWBE) website at: <https://omwbe.wa.gov/>.

Each month during the contract, the Prime Contractor will report payments to ALL Subcontractors through the Access Equity system. This monthly reporting information includes total payment in dollars made to the Subcontractor, payment dates, and any additional information required to verify payment to Subcontractors. The Prime Contractor will enter this payment information into the Access Equity system, and the Subcontractors will verify this payment information in the system. Online training is available through the Access Equity/B2Gnow system. This requirement applies to both Prime Contractors and Subcontractors.

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SECTION #3: GENERAL INSTRUCTIONS TO ALL BIDDERS

3.1 Applicable Dates

Requests for Proposals issued	July 23, 2025
Letter of Intent-to-Respond	August 4, 2025, 3:00 PM (PDT)
Questions due	August 4, 2025, 3:00 PM (PDT)
Proposals due	August 18, 2025, 3:00 PM (PDT)

The University reserves the right to revise this schedule.

3.2 Availability of Soft Copies: Soft copies of this RFP may be obtained from our Internet site, <http://www.cwu.edu/contracts/current-bid-opportunities>. Electronic versions of solicitation documents are issued solely for the convenience of the proposing vendors. Any content modification to the official version will be deemed material and cause to reject the response.

3.3 Letter-of-Intent-to-Respond: Vendors wishing to participate in this acquisition process **must** provide a written Letter-of-Intent-to-Respond. Failure to submit a Letter-of-Intent-to-Respond as **required** will disqualify vendors from further participation in the bid process. This letter must certify the ability of the vendor to meet the defined requirements and indicate a desire to participate. Also include the name, complete address, phone number, fax number, and e-mail address of a designated individual to whom any correspondence/addendums should be sent.

Vendors are encouraged to **email** letters to Charity.Thornton@cwu.edu . Faxed letters will be accepted at (509) 963-2871. If mailed, the address is as follows: Central Washington University; Procurement Department-M/S 7480; Attn: Charity Thornton; 400 E. University Way; Ellensburg, WA 98926-7480. In either case, please reference the bid number on the cover sheet. Failure to provide this letter will be considered a material irregularity and deemed reason for rejecting proposals. **It is the vendors' responsibility to verify that the Letter-of-Intent-to-Respond has been received by CWU's Procurement Office.**

The Letter-of-Intent-to-Respond must be received by the date and time provided in the schedule found in Section #3.1 of this RFP, 3:00 P.M. local time, Ellensburg, WA 98926.

3.4 Amendments to Specifications: Any amendment(s) to or error(s) in the specifications called to the attention of the University will be added to or corrected and furnished to all those holding specifications.

3.5 Preparation of Responses: Responses must be prepared on University forms where provided and standard 8.5" x 11" paper for additional submittals. The response should be stapled or bound. Tabs to separate and identify portions of your response are encouraged. The respondent's name must appear on each page. Responses to the 'Requirements of Proposals' must be formatted to correspond numerically to the requirements listed in Section #4.

3.6 Cost of Preparation: The University will not pay respondent costs associated with preparing or presenting any response to this request.

3.7 Number of Copies: One complete response must be submitted prior to the time and date stated in Section #3.1 (Applicable Dates). All materials become the property of the University upon receipt in the Contracts and Procurement Department.

3.8 Multiple Responses: Respondents who wish to submit more than one proposal may do so, provided that each proposal stands alone and independently complies with the instructions, conditions and specifications of the request. If multiple responses are submitted, the University reserves the right to select the most advantageous proposal to the University.

3.9 Proprietary Information: Any information contained in the RFP response that is proprietary must be clearly designated. Marking of the entire response as proprietary will neither be accepted nor honored. The University cannot guarantee that all such material noted remains proprietary, particularly if it becomes a significant consideration in contract award. Information will be kept confidential only to the extent allowed by Public Disclosure Law.

3.10 Questions and Communication via Designated Contact: All communications and/or questions in regard to this request must be in writing. Questions must be submitted by the date indicated in Section #3.1. Bidders are encouraged to email questions to the Purchasing Office at Charity.Thornton@cwu.edu. If mailed, the address is as follows: Central Washington University, Purchasing Department, Attn: Charity Thornton, 400 E University Way, Ellensburg WA 98926-7480. In any case, please reference the RFP number found on the cover page of this solicitation.

Under no circumstances should respondents contact University personnel outside of the opportunity provided herein.

3.11 Deadline for Submitting Questions: Questions must be received no later than the date and local Ellensburg time identified in Section #3.1 of these instructions. The University will provide a copy of all respondents' questions and corresponding University responses to all those holding specifications. **VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.**

3.12 Submitting Responses: Respondents must submit their responses to the Central Washington University Purchasing Office by Email, mail or hand-delivery (not by Fax). **Emailed responses must use University forms where provided and should be formatted for 8.5 x 11 paper, signed, and saved and submitted as PDF documents.**

Regardless of the method of delivery, the response must arrive at the Purchasing Office no later than the date and local Ellensburg time identified in Section #3.1 (Applicable Dates) of these instructions. Late responses will not be reviewed. The method of delivery will be at the discretion of the respondent and will be at the respondent's sole risk to assure delivery at the designated office. Generally, UPS and Federal Express deliver daily to the Purchasing Office. The University does not take responsibility for any problems in the mail or delivery services, either within or outside the University. Receipt by any other office or mailroom is not equivalent to receipt by the Purchasing Office.

If delivery is by email (preferred), please send to:

Charity.Thornton@cwu.edu

Note: All emailed proposals will be confirmed with a return email. It is the bidder's responsibility to verify that their proposal has been received by the CWU Purchasing Office.

If delivery is by mail the address is:
Central Washington University
Purchasing Office
M/S 7480
400 E University Way
Ellensburg WA 98926-7480

If hand-delivered, the physical location is:
Central Washington University
Purchasing Office
Mitchell Hall, 2nd Floor
Ellensburg WA 98926-7480

3.13 Late Responses: Any response received after the date and hour specified in Section #3.1 will not be reviewed.

3.14 Public Opening: A formal bid opening will not be held. Bid information, including price sheets, will not be available for public disclosure until after award of the contract.

3.15 Clarification of Responses: As part of the evaluation process, respondents may be asked to clarify specific points in their response and make themselves available for a telephone interview or campus interview as desired. However, under no circumstances will respondents be allowed to make any changes to their responses after the deadline for submission.

3.16 Reserved Rights: Subject to the provisions of Chapter 69, Laws of 1996 (SSB 6572), the State reserves the right to:

1. Waive any informality as per WAC 236-48-124.
2. Reject any or all proposals, or portions thereof. WAC 236-48-094 allows the state to "accept any portion of the items proposed" unless the bidder stipulates all or nothing on the proposal.
3. Reissue an IFB, RFQ, or RFP, or negotiate under provisions outlined under RCW 43.19.1911.
4. Award on an all or none basis, taking into consideration reduction in administrative costs as well as unit proposal prices.

3.17 Invoicing: The original and one copy of each invoice must be sent to Central Washington University; Accounts Payable; 400 E University Way; Ellensburg, WA 98926-7470. **All invoices must reference the correct Central Washington University purchase order number.**

3.18 Insurance: Contractor will procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, or the Contractor's agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance: Coverage will be at least as broad as:

1. Commercial General Liability (CGL) will be on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
2. Automobile Liability will have no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation will be with Statutory Limits and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if Contractor provides written verification it has no employees)
4. Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. Cyber Liability, if applicable, will include Technology Errors and Omissions, Cyber-Risk and Privacy Liability covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering services, or from data damage/destruction/corruption, including without limitation, failure to protect privacy, unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided, with a minimum limits of \$2,000,000 per occurrence or claim and \$4,000,000 aggregate.

B. Higher Limits: If the Contractor maintains higher limits than the minimums shown above, CWU requires and will be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage will be available to CWU.

C. Additional Insured Status: The State of Washington, Central Washington University (CWU), its Trustees, officers, employees and volunteers are to be covered as additional insureds on all general liability, excess, umbrella, and property as well as the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. This is evidenced on the Certificates of Insurance as well as a copy of an endorsement to the Contractor's insurance.

D. Primary Coverage: For any claims related to the Contract, the Contractor's insurance coverage will be primary insurance as respects to the State of Washington, CWU, its Trustees, officers, employees, and volunteers. Any insurance or self-

insurance maintained by The State of Washington, CWU, its Trustees, officers, employees and volunteers will be excess of the Contractor's insurance and will not contribute with it.

E. Exclusion from CWU Insurance Coverage: The Contractor agrees and acknowledges that it and any of its employees, agents, subcontractors providing service to CWU are 1) independent contractors; 2) are not employees, agents or representatives of CWU; and 3) are not controlled or supervised by CWU, and therefore, are specifically excluded from any coverage under any insurance policy of CWU.

F. Notice of Cancellation: Each insurance policy required above will provide that coverage will not be canceled, except after a thirty (30) day notice to CWU.

G. Waiver of Subrogation: Contractor must grant to CWU a waiver of any right to subrogation which any insurer of said Contractor may acquire against CWU by virtue of the payment of any loss under such insurance. Contractor must agree to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not CWU has received a waiver of subrogation endorsement from the insurer.

H. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CWU. CWU may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

I. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to Risk Management.

J. Claims Made Policies: If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the contract work.

K. Subcontractors: Contractor will require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor will ensure that CWU is an additional insured on insurance required from subcontractors.

L. Verification of Coverage: Contractor will furnish CWU with original Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CWU before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Contractor's obligation to provide them. CWU reserves the right to require complete,

certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3.19 Debriefing Conference and Protest Procedure: All vendors who have submitted proposals in accordance with this RFP shall be provided a "Notice of Intent to Award" upon completion of the final evaluations by the University. The following process for protest and debriefing is available to vendors who have submitted a proposal in accordance with this RFP.

3.19.1 Optional Vendor Debriefing: Vendors who have submitted a proposal in accordance with this RFP may request an optional debriefing conference to discuss the evaluation of their response. The request must be made in writing within five business days from receipt of the "Notice of Intent to Award". Requests are to be made to the University contact person as identified in Section #3.10 of the RFP instructions. Vendors must be available to attend the debriefing conference held in Ellensburg, Washington within 5 days of the request.

The debriefing will not include any comparisons between the vendors response and any other responses submitted; however, the University will attempt to address all questions and concerns in this debriefing.

3.19.2 Protest Procedure: Protests may be made after the agency conducting the acquisition has announced the apparently successful vendor and after the protesting vendor has had a debriefing conference with that agency. Protests may be made on only these grounds:

- Arithmetic errors were made in computing the score.
- The agency failed to follow procedures established in the solicitation document, the IT Investment Policy, the IT Investment Standards, or applicable State or Federal laws or regulations.
- There was bias, discrimination, or conflict of interest on the part of an evaluator.

Protests are always initially made to the buyer conducting the acquisition. A person authorized to bind the vendor to a contractual relationship must sign the protest letter. The buyer must receive the written protest within five (5) business days after the debriefing conference.

Individuals not involved in the protested acquisition will objectively review the written protest material submitted by the vendor and all other relevant facts known to the agency. The agency must deliver its written decision to the protesting vendor within five business days after receiving the protest unless more time is needed. The protesting vendor will be notified if additional time is necessary.

If the protesting vendor is not satisfied with the agency's decision, it may appeal. Appeal is made to the agency.

Written notice of appeal to agency must be received by agency within five (5) business days after the vendor receives notification of the agency's decision.

In conducting its review, agency will consider all available relevant facts. Agency will resolve the appeal in one of the following ways:

- Find that the protest lacks merit and uphold the agency's action.
- Find only technical or harmless errors in the agency's acquisition process, determining the agency to be in substantial compliance, and rejecting the protest; or
- Find merit in the protest and provide options to the agency, including:
 - Correcting errors and reevaluating all proposals;
 - Reissuing the solicitation document; or
 - Making other findings and determining other courses of action as appropriate.

The agency will issue a written decision within five (5) business days after receipt of the notice of appeal unless more time is needed. The protesting vendor will be notified if additional time is necessary. The agency's determination is final; no further administrative appeal is available.

Form and Content: A written protest must contain the facts and arguments upon which the protest is based and must be signed by a person authorized to bind the vendor to a contractual relationship. At a minimum, this must include:

- The name of the protesting vendor, its mailing address and phone number, and the name of the individual responsible for submission of the protest.
- Information about the acquisition and the acquisition method and name of the issuing agency.
- Specific and complete statement of the agency action(s) protested.
- Specific reference to the grounds for the protest.
- Description of the relief or corrective action requested.

The remainder of this page intentionally left blank

SECTION #4 REQUIRED RESPONSES OF ALL BIDDERS

Vendors are required to respond to each of the items detailed in this section. Responses should be formatted to correspond numerically to the items listed. Vendors should have their company name on each page. **Please also include any information that has not been addressed in the questions that may be pertinent to this project.**

NOTE: Failure to respond to all items in this section may be deemed sufficient reason to disregard any response. Please provide responses in sequential, numerical order as listed below.

The Following mandatory requirements require a Yes or No (Y/N) response. If all items are answered "Y", proceed with answers to questions that follow. Products that do not meet the mandatory requirements will not be considered.

Note: See column below titled, 'Comments Required'. If there is a check (✓) in the column, then additional comments are required in order to receive consideration for that particular question/response. Attach additional sheet(s) with a statement verifying your compliance and/or explaining how your product accomplishes each checked item. Responses should correspond numerically with items listed below.

	Mandatory Requirements:	Y	N	COMMENTS REQUIRED
1	Database tracks the following product information: <ul style="list-style-type: none"> • Identifier, manufacturer • CAS registry number (base formulation, if applicable) • Supplier and supplier identifiers (SKU/Stock/Lot) 			✓
2	Database tracks the product/chemical's physical location			✓
3	Database has customizable levels of access/user types			✓
4	Database can associate responsible person with locations or records and can be easily updated/changed.			✓
5	Software solution has mobile app or is mobile device friendly.			✓
6	Barcode query capability/ mobile device friendly to be able to quickly access SDS, HAZCOM, storage, and other product information.			✓
10	Ability to export the data at any time.			✓
11	Online end user training provided by vendor (included with onboarding).			✓
12	The solution is software as a service (SAaS) that does not require a technical expert to maintain. Single Sign-on compatible.			✓
13	System includes emergency response features - tokens or other features that can be used to inform emergency responders of hazards.			✓
14	Ability to search database for SDS/Hazcom info without logging into system.			✓

Preferred (12 Points Possible)				
15	Database can add new database fields, attach document/files to records, etc., as user's needs evolve.			1 Point
16	Database has the ability for a user to scan a product label with a smartphone/app and the system extracts product information.			2 Points
17	Prints secondary container labels that integrates HAZCOM data with pictogram. Prints labels with user defined fields.			2 Points
19	Software offers accident reporting and tracking module that are able to be added at later date.			2 Points
21	Software supports customizable reports/queries for regulatory reporting requirements.			2 Points
22	Software has integrated barcoding with the ability to use user-defined barcodes.			1 Point
23	Software/database can autofill the health and safety information based on product/supplier information (or from scanning label).			1 Point

ON SEPARATE COMPANY LETTERHEAD, BIDDERS MUST RESPOND TO AND/OR PROVIDE THE FOLLOWING:

4.1 Executive Summary: (5 points possible)

In the executive summary vendors should provide general information regarding the company. The summary should include information regarding the financial status and current economic conditions of the company, general staffing and organization structure, experience providing Software for universities, general information about the proposed software's features, functions and services, as well as information about future product trends, plans, and directions, etc. Indicate the length of time your company has been in the business of providing related services.

4.2 Vendor Profile: (20 points possible)

1. Approximately how many clients have purchased your service/product?
2. List no more than three (3) higher education customers, including name, address, telephone number, and email address of a contact person(s) who was/is directly involved with the purchase, implementation, and management of the software.

4.3 Product/Service Description: (40 points possible)

1. Describe in detail how your product/service meets the needs of the University (see Section 2.1, & 2.2).
2. Include information on all feature, custom-ability and reporting the product/service.
3. Additionally, indicate if any equipment is provided by the vendor or needs to be owner furnished.
4. Provide information about demo version or online test environment that would be made available as part of the evaluation phase of this RFP.

4.4 Commissioning and Support: (25 points possible)

1. From the date of a fully executed contract, what is the estimated start of

project management and implementation? What is the estimated length of time for project completion? Provide a typical implementation schedule covering software implementation, configuration, data migration, content development, and testing to the 'go live' date. This should include time estimates for both vendor and university participants.

2. List any items/tasks that would be the responsibility of CWU in regard to the implementation.
3. What types of technical support does your company offer with this system? What is the process by which software problems may be reported? Describe service availability, e.g., 24/7, and specifically list any limitations to service availability.
4. What training options does your company provide for technical and functional users, both during implementation and after the system goes live? Estimate the amount of onsite installation and training needed to proficiently operate the proposed system. Describe methods used to ensure continuous high standards of reliability, availability, and security (data and physical) of host systems. Provide statistics showing system availability and responsiveness to users over the past two years. Describe proactive steps that are taken to ensure that access standards continue to be met.
5. Please include one or both of the following assessments: a HECVAT (Higher Education Community Vendor Assessment Tool) or a CAIQ (Cloud Assessments Initiative Questionnaire).

4.5 Costs Scenarios: (30 points possible) Vendors must provide a complete cost scenario for the requested product/service. Failure to provide the information may be deemed a material irregularity and reason for rejecting the proposal. Supporting details and clarifications should be supplied. Provide cost figures associated with the license costs of the software, on-going software maintenance and application support including specific descriptions of support levels. Also provide costs for installation/consultation, training materials, training, and any other known implementation costs. Pricing should include scenarios for 1 department, multiple departments, and for the entire university.

Vendors may submit as many cost scenarios as desired. For each cost scenario, include related assumptions and explanatory comments. Summarize the costs and attach all detail necessary to support the summarized costs. Note: Costs proposals must be all-inclusive, including any travel or related expenses. No other monies will be paid for items omitted by the vendor.

SECTION #5: PROPOSAL AWARD CRITERIA

5.1 Selection Criteria: The following criteria will be used to evaluate the proposals received:

- 5.1.1 Demonstrated understanding related to software systems for institutions of higher education.
- 5.1.2 The experience and level of commitment of the firm and/or proposed key individual(s).
- 5.1.3 Accessibility of key individual(s).
- 5.1.4 Responsiveness of the written proposal to the purpose and scope of service.
- 5.1.5 Ability and history of successfully completing contracts of this type, meeting project deadlines and experience in similar work.
- 5.1.6 All costs, fees, and other expenses associated with the project.
- 5.1.7 Any other relevant factors.

5.2 Lowest Responsive Bidder: In determining the "lowest responsive bidder" as per RCW 43.19.1911, the following items shall also be given consideration:

- 5.2.1 The quality of the articles proposed to be supplied, their conformity with specifications, the purposes for which required and the times of delivery.
- 5.2.2 The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- 5.2.3 The character, integrity, reputations, judgment, experience, and efficiency of the bidder;
- 5.2.4 Whether the bidder can perform the contract within the timeframe specified;
- 5.2.5 The quality of performance on previous contracts or services;
- 5.2.6 The previous and existing compliance by the bidder with laws relating to the contract or services;
- 5.2.7 Such other information as may be secured having a bearing on the decision to award the contract such as life cycle costing.

5.3 Scoring Responses: Responses will be scored on a point basis with a total of 120 points possible. Responses will be evaluated by a committee consisting of personnel from various CWU departments.

5.4 Demonstrations: CWU may request vendor demonstrations from companies under consideration to be held through an Internet demonstration.

Included with an invitation to demonstrate will be scenarios typical of our environment. Participants will be required to submit a demonstration syllabus at least one working day prior to the scheduled demonstration that shows evidence of the inclusion of scenarios provided. All costs associated with demonstrations will be the vendor's responsibility. Discussion of software setup to tailor the application to CWU's needs, and a proposed schedule for implementation will also be expected. All equipment for the demonstration is the vendor's responsibility, including server(s), workstation(s), and network equipment. Additionally, enough time must be available for an open forum discussion with CWU representatives regarding the system and its capabilities. Participation of at least one vendor technical representative who has thorough system knowledge is required. Points earned by vendors prior to any demonstrations will be adjusted based on the information presented.

CENTRAL WASHINGTON UNIVERSITY

TITLE

REQUEST FOR PROPOSAL

APPENDIX A

FORM OF CONTRACT

**CENTRAL WASHINGTON UNIVERSITY
STANDARD AGREEMENT**

This **CENTRAL WASHINGTON UNIVERSITY STANDARD AGREEMENT** ("Agreement") is entered into by and between Central Washington University, 400 East University Way, Ellensburg, WA 98926 ("CWU"), and <<**Contractor Name and Address**>> ("Contractor"). The parties and purpose of this Agreement are further described in the recitals hereof.

I. RECITALS

1.1 CWU. CWU is a public institution of higher education established by the State of Washington with its principal place of business located in Ellensburg, Washington. CWU desires to acquire the goods and/or services herein described for the purposes stated in Paragraph 1.3 hereof.

1.2 Contractor. Contractor is <<**description of Contractor's type of business**>>, whose principal place of business is located in <<**city, state**>>. Contractor desires to provide the goods and/or services herein described for the purposes stated in Paragraph 1.3 hereof.

1.3 Purpose. The purpose of this Agreement is _____.

For and in consideration of the foregoing recitals, and in consideration of the payments or other covenants and mutual agreements herein provided, the parties hereby agree as follows.

II. OBLIGATIONS OF THE PARTIES

2.1 Contractor's Obligations.

(a) Contractor agrees to provide the following described goods and/or services: <<**describe the goods/services to be provided; include all applicable dates/deadlines**>>. All of Contractor's obligations under this Agreement will be completed no later than <<**date**>>.

(b) If the beneficiary of payment under this Agreement is not a U.S. Citizen or U.S. Permanent Resident Alien, Contractor must consult with a Nonresident Alien Tax Specialist in CWU's Payroll Office (509-963-2221) prior to commencing the performance of Contractor's obligations hereunder. **Contractor certifies that the beneficiary of payment: (initial one) _____ IS _____ IS NOT a U.S. Citizen or U.S. Permanent Resident Alien.**

2.2 CWU's Obligations. Upon delivery of the specified goods and/or completion of the specified services, and within thirty (30) days of receiving Contractor's itemized invoice, CWU agrees to pay the following amount(s), exclusive of applicable taxes: \$_____. Unless otherwise provided herein, Contractor shall be solely responsible for Contractor's travel and related expenses.

III. CONTRACT TERM, TERMINATION, DISPUTES

3.1 Term. This Agreement shall become effective when signed by the parties and shall terminate upon the full performance of their mutual obligations hereunder, unless extended by mutual written agreement.

3.2 Termination.

(a) This Agreement may be terminated at any time by mutual written agreement of

the parties.

(b) CWU, by giving written notice, may terminate this Agreement at any time without cause and without further obligation to Contractor except for payment due for goods provided or services rendered prior to the effective date of termination.

(c) The Agreement may be terminated by either party for a material breach by the other party of that party's obligation(s) hereunder. In the event of breach, the aggrieved party must provide written notice to the breaching party and allow fifteen (15) days to cure. If the breach cannot be cured within that time or such longer time as deemed reasonable by the aggrieved party, the Agreement may be terminated immediately by written notice of the aggrieved party. Termination for breach shall not be deemed to limit any of the terminating party's contractual remedies as against the breaching party.

(d) Termination of this Agreement by any means provided herein shall not excuse any party's performance of its obligations hereunder through the effective date of termination, except that CWU shall not be obligated to pay for goods that have not been delivered or services that have not been performed.

3.3 Disputes. Any dispute between the parties arising under or relating to this Agreement shall be resolved informally if possible, but if the parties cannot so resolve their differences, then arbitration shall provide the sole and exclusive remedy for resolving the contract dispute. The parties shall jointly select one arbitrator acceptable to both parties. If the parties cannot agree on an arbitrator, the Yakima Dispute Resolution Center shall be requested to choose an arbitrator. The fees and expenses of the arbitrator shall be shared equally by both parties to this Agreement, and each party shall bear its own costs and attorney fees. Arbitration shall be conducted according to the commercial arbitration procedures of the American Arbitration Association. The arbitrator's decision or award shall be final and binding on both parties.

IV. GENERAL TERMS AND CONDITIONS

4.1 Assignment. This Agreement shall extend to and be binding upon and inure to the benefit of the successors and assignees of the respective parties. However, this Agreement may not be assigned or subcontracted by either party without the other party's express written consent.

4.2 Independent Capacity. This Agreement is intended to create an independent contractor relationship. Each party to the Agreement shall act in an independent capacity and not as an agent or representative of the other party. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered for any purpose to be the employees or agents of the other party.

4.3 Indemnification. Each party to this Agreement shall be responsible for its own acts or omissions and for those of its directors or trustees, officers, employees, agents, and volunteers. Neither party shall be responsible to the other party for the acts or omissions of persons or entities not a party to this Agreement.

4.4 Insurance. CWU may require Contractor, prior to the commencement of services, to provide CWU with proof of insurance acceptable to CWU and naming CWU as additional insured. Such proof of insurance, if required, shall be attached to and made part of this Agreement, and Contractor warrants that such insurance shall remain in effect during the term of this Agreement.

4.5 Non-Discrimination. The parties to this Agreement each agree to comply with applicable federal and state laws prohibiting discrimination in education, employment, or

public accommodations based on age, sex, marital status, sexual orientation, race, creed, color, national origin, genetic information, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability.

4.6 Records and Audits. The parties recognize that business records created, maintained, or used in the performance of this Agreement may constitute public records subject to the public disclosure and retention requirements under applicable state law. Each party will retain its business records relating to this Agreement for the applicable retention period(s) and will make such records available upon request for inspection and audit by the other party or by authorized representatives of the Washington State Auditor.

4.7 Complete Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, understandings, negotiations and discussions, oral or written, express or implied. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this Agreement, oral or otherwise, have been made to or by them. No modification or waiver of this Agreement shall be valid or binding unless in writing and signed by the parties.

4.8 Governing Law; Venue; Severability. This Agreement shall be governed by the laws of the State of Washington. Venue for any dispute under this Agreement shall be in Kittitas County, Washington. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

4.9 Waiver. The waiver by a party of any default or breach of this Agreement, or the failure of a party to enforce any provision hereof or to exercise any right or privilege hereunder, shall not be deemed to waive any prior or subsequent breach or default, the enforcement of any provision hereof, or the exercise of any right or privilege hereunder, unless otherwise stated in a writing signed by an authorized representative of the party and attached to the original Agreement.

4.10 Notices. Written notices required or permitted to be provided by a party to the other party under this Agreement may be provided by personal delivery, legal courier service, or certified mail, postage prepaid and return receipt requested. Notice may be provided by regular first class mail if simultaneous notice is provided by electronic mail. Notices will be sent to the parties at the following mailing addresses:

Central Washington University
400 East University Way
Ellensburg, WA 98926-7480

The address of a party for the receipt of notice may be changed at any time by written notice provided in accordance herewith.

4.11 Contract Administration. The contract administrator and principal point of contact for each party to this Agreement shall be as follows, subject to change by written notice.

- (a) The Contract Administrator for CWU will be <<name, title, phone, email>>.
- (b) The Contract Administrator for Contractor will be <<name, title, phone, email>>.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the

Central Washington University - Data Security and Privacy Addendum

THIS DATA SECURITY AND PRIVACY ADDENDUM (DSPA) IS HEREBY INCORPORATED INTO AND AMENDS THE <<NAME OF AGREEMENT>> ("AGREEMENT") BETWEEN CENTRAL WASHINGTON UNIVERSITY ("University") AND <<VENDOR NAMED>> ("Vendor"). In consideration of the mutual promises in the Agreement and other good and valuable consideration, the parties agree as follows:

I. DEFINITIONS

1. **"University Data"** means all records and information created, received, maintained, or transmitted by the University which is accessed, created, used, stored, copied, or distributed by Vendor, in connection with the Work under the Agreement.
2. **"Work"** refers to all services, work, and all activities involved in providing the materials, work product deliverables, or other obligations that are the subject of the Agreement.
3. **"Vendor Group"** means, collectively, Vendor and all of Vendor's subcontractors, vendors, suppliers, agents, assignees, and their employees involved in the Work under the Agreement.
4. **"Data Breach"** means, for the purposes of this DSPA and Agreement, any adverse event where there is harm to University Data, individuals, host(s), or network(s). This includes, but not by way of exclusion, events indicating that University Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this DSPA or the Agreement.
5. **"Malicious Code"** refers to malware, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, bot, or other code or mechanism designed to, without consent collect information, gain access, assert control, alter, and/or cause harm to the systems or data of an effected host, network or environment.

II. DECLARATIONS

Parties understand and acknowledge:

1. University retains all ownership, title, rights, and control over all forms of University Data. Any privileges or license granted to Vendor Group under this DSPA or the Agreement shall be narrowly construed, to permit only the least amount of access, creation, use, storage, copying, and/or distribution of University Data that is necessary for the Work. University control over University Data specifically includes determining notification requirements in a potential Data Breach.
2. Vendor is in the best position to control the manner and means of how the Work is performed. Therefore, the express intent of the parties is to hold Vendor accountable for information security and privacy standards and practices of Vendor Group, but only as they pertain to the Work.
3. Vendor is already familiar with the compliance requirements of applicable information and security statutes, rules, and regulations related to the Work or University Data. Vendor conducts business consistent with leading principles and practices of information security and privacy.
4. University has a continuing valid interest in obtaining current records and information from Vendor as assurance that Vendor Group is meeting expected standards of performance, and to substantiate Vendor's representations.

III. OPERATIVE PROVISIONS

1. STANDARD OF CARE
 - a Vendor represents and warrants that, with regard to protecting the confidentiality, availability, and integrity of University Data, and safeguarding the privacy rights of individuals identified by University Data, the Work shall be undertaken with all due care, skill and judgment commensurate with good professional practices.
 - b Vendor represents and warrants that the Work shall be undertaken by fully trained and experienced professional personnel capable of efficiently performing work commensurate with the required standard of care.
2. PRIVACY
 - a **General duty to limit collection and use of data.**
Vendor represents and warrants that in connection with the Work:

- i. All use of University Data by Vendor Group shall be strictly limited to the direct purpose of performing the Work, except to the extent that University has expressly grants permission in writing for such additional uses.
- ii. Collection of data which identifies individuals shall be limited to the minimum required by the Work.
- iii. Where University is subject to duties and restrictions over the permissible use of University Data arising from the rights of third parties, Vendor Group be bound by and shall comply with any and all such duties and restrictions.

- iv. If the Work, in whole or part, involves access or delivery of information via a public-facing web site, then Vendor represents and warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Work. Vendor's privacy policy will provide end-users with a written explanation of the personal information collected about end-users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.
- v. If Vendor Group creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from University Data, then Vendor Group's use of such data shall be strictly limited to the direct purpose of the Work and Vendor Group's technical security operations and systems maintenance. Vendor Group is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Vendor Group solicit consent from the identified individual to do so unless the Agreement defines a means to do so that does not unduly burden individual privacy rights.
- vi. Markings shall be preserved on all University Data indicating copyright, trademark, other proprietary intellectual property interest, reason for confidentiality, or restrictions on distribution.

b General duty to protect the confidentiality of University Data.

University Data shall be considered confidential by Vendor and Vendor shall have duties, herein defined, and related to the non-disclosure and protection of the confidentiality of such University Data. Vendor represents and warrants that University Data :

- i. Shall not be published, copied, or disclosed to other parties, except at the written direction or with the permission of University.
- ii. Shall only be duplicated and distributed within Vendor Group to the extent necessary to adequately perform the Work.
- iii. Shall be protected by rigorous safeguards (which meet or exceed the required standard of care) against unauthorized disclosure and/or alteration.

c University Data shall not be considered confidential under the following circumstances: (a) the information is available to the public, but not due to a Data Breach, or fault of the Vendor; or (b) the record and information was independently obtained by Vendor from a third party who is lawfully in possession of such information and not bound by a non-disclosure obligation with respect to such information; or (c) the record and information was already in Vendor's possession for reasons unrelated to the Agreement or an existing agreement with University.

3. COMPLIANCE

- a** Vendor represents and warrants the Work, the handling of University Data, and the general conduct business with University, shall all be undertaken in full compliance with any and all applicable statutes, regulations, rules, standards and orders of any official body with jurisdiction over Vendor Group or University.
- b** Where the Work or University Data is subject to Family Educational Rights and Privacy Act (FERPA) and the use of educational records within the context of the Work is consistent with a "legitimate educational interest", then Vendor acknowledges that it will be designated as a "school official" as defined in FERPA and its implementing regulations. If for research purposes, Vendor agrees to comply with 34 C.F.R. 99.31(a)(6).
- c** If the Work or University Data is subject to the administrative simplification provision of Health Insurance Portability and Accountability Act and its implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information and the Security Rule (HIPAA), and parties have executed a Business Associate Agreement (BAA), then to the extent that provisions of this DSPA conflicts with HIPAA compliance, the BAA shall supersede this DSPA.
- d** Where the Work or University Data is subject to the Export Administration Regulations (EAR), or International Traffic in Arms Regulations (ITAR), Vendor shall provide the University Office of Sponsored Programs such assistance as necessary to ensure compliance.

4. COMPELLED DISCLOSURE

If any member of Vendor Group is served with any subpoena, discovery request, court order, or other

legal request or order that calls for disclosure of any University Data, then Vendor shall promptly notify the University unless specifically prohibited by law from doing so. Notification is not prompt if, due to Vendor's delay, University lacks sufficient time to raise objections to the disclosure, obtain a protective order, or otherwise protect University Data by limiting disclosure. Vendor Group shall at Vendor's expense, provide University prompt and full assistance in University's efforts to protect University Data.

5. DATA BREACH RESPONSE

- a If the nature of the Work involves Vendor Group equipment, software, product(s), host(s), network(s), or environment(s) that may expose University Data to a potential Data Breach, then Vendor shall have an appropriate incident response plan. University may, at its discretion, require Vendor to participate in response planning for Data Breach scenarios and/or "lessons learned" activities following an event that was or might have been a Data Breach.
- b If Vendor has reason to believe that Data Breach(es) may have occurred on any of Vendor Groups' equipment, software, products, host(s), network(s), or environment(s), then Vendor shall promptly (and shall not exceed the time periods as may be required by applicable law) alert the University while also taking such immediate actions as may be necessary to preserve relevant evidence, identify the nature of the event, and contain any Data Breach. As soon as becomes practicable, Vendor shall provide the University a written notice describing the Data Breach incident, and provide University further information updates to help University understand the nature and scope of the event. Vendor shall advise University as to what information and assistance is needed from University in order to eliminate the cause, and mitigate the adverse effects of any Data Breach. Vendor shall prioritize devoting sufficient resources as may be required for this effort.
- c University may direct Vendor to provide notice and credit monitoring, at Vendor's expense, to the third parties (such as private individuals, entities, and official bodies) determined by University to require notification, or University may do so itself. Unless Vendor is compelled by law to provide notification to third parties in a particular manner, University shall control the time, place, and manner of such notification.
- d If recovery from the adverse effects of the Data Breach necessitates Vendor's assistance in the reinstallation of Vendor Group's technology product(s) (including hardware or software) that are connected with the Work, then Vendor shall cause such assistance in reinstallation to be provided. If Vendor Group is responsible for the Data Breach, then reinstallation assistance shall be at no cost to the University.
- e If it appears to the University, in its sole discretion, that services or technology provided by the Vendor are a source of the Data Breach, and present an unreasonable risk, then the University may opt to discontinue use of that source of the Data Breach and the University's corresponding payment obligations under the Agreement shall be adjusted equitably.

6. INFORMATION SECURITY ARCHITECTURE

- a This section III.6 applies to the extent that Vendor Group owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain University Data.
- b Vendor represents and warrants that the design and architecture of Vendor Group's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.
- c Vendor shall cause Vendor Group to make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard University Data.
- d Vendor shall cause Vendor Group to follow change management procedures designed to keep Vendor Group's systems current on security patches, and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.
- e To the extent that the Work involves software that was developed, in whole or part, by any of Vendor Group, then Vendor represents and warrants that such portion of the Work was developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.
- f Vendor Group shall have appropriate technical perimeter hardening. Vendor Group shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of Malicious Code.
- g Vendor Group shall have access, authorization, and authentication technology appropriate for protecting University Data from unauthorized access or modification, and capable of accounting for access to University Data. The overall access control model of Vendor Group systems shall follow the

principal of leastprivileges.

- h Vendor Group shall safeguard University Data with encryption controls of at least 256 bit over University Data both stored and in transit. Vendor Group shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised.

- i. Vendor Group shall maintain a process for backup and restoration of data. Vendor represents and warrants that within the context of the Work, the appropriate members within Vendor Group are included in and familiar with a business continuity and disaster recovery plan.
- j. Vendor Group facilities will have adequate physical protections, commensurate with leading industry practice for similar Work.
- k. Vendor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Vendor meet or exceed the requirements set out in this DSPA. Upon written request, Vendor shall furnish University with an executive summary of the findings of the most recent risk assessment.
 - i. University reserves the right to conduct or commission additional tests, relevant to the Work, in order to supplement Vendor's assessment. Vendor shall cause Vendor Group to cooperate with such effort.
 - ii. If the findings of the risk assessment identifies either: a potentially significant risk exposure to University Data, or other issue indicating that security and privacy standards and practices of Vendor do not meet the requirements set out in this DSPA, then Vendor shall notify University to communicate the issues, nature of the risks, and the corrective action plan (including the nature of the remediation, and the time frame to execute the corrective actions).

7. DSPA RIGHTS AND REMEDIES

All University rights and remedies set out in this DSPA are in addition to, and not instead of, other remedies set out in the Agreement, irrespective of whether the Agreement specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of this DSPA and the resulting obligations and liabilities imposed on Vendor and Vendor Group shall supersede any provision in the Agreement purporting to limit Vendor or Vendor Group's liability or disclaim any liability for damages arising out of Vendor or Vendor Group's breach of this DSPA.

8. INFORMATION SECURITY AND PRIVACY INDEMNIFICATION

- a. Except as otherwise expressly limited herein or by law, it is the intent of the parties that all indemnity obligations and/or liabilities assumed by Vendor under the terms of the DSPA, be without limit and without regard to the cause or causes thereof including pre-existing conditions, strict liability, or the negligence of any party or parties (including the indemnified party) whether such negligence be *per se*, sole, joint, concurrent, active, or passive; except that Vendor indemnity obligations shall not apply to the extent of liability directly caused by the willful, reckless or malicious acts of University.
- b. Vendor further agrees to defend, indemnify and hold University harmless from and against any and all claims, demands, suit, proceedings, judgment, award, damages, costs, expenses, fees, losses, fines of a penal nature, civil penalties, and other liabilities (including the obligation to indemnify others) arising from or connected to:
 - i. Any violation by Vendor Group of such information security and privacy statutes, ordinances, rules, regulations, and orders of any official body with jurisdiction over Vendor Group or University that are applicable under section III.3 of this DSPA.
 - ii. The Work, and/or any and all information or materials provided by the Vendor Group, with respect to any allegation by a third party of **any infringement of any copyright, trademark, patent, trade secret, or other property right; or any cause of action predicated on privacy statute, intrusion upon seclusion, public disclosure of private facts, false light, misappropriation of name or likeness, infliction of emotional distress, or other legal theory protecting privacy rights.**
 - iii. Any **Data Breach**, in proportion to the extent of Vendor Group's fault.

9. INFORMATION SECURITY AND PRIVACY INSURANCE

- a. In addition to the types of insurance, and limits of insurance required by Agreement, Vendor shall, at its own expense, provide and maintain in force with insurance companies acceptable to University the kinds of insurance and minimum amounts of coverage set forth in subsection "b." Cognizant of the variety of policy forms currently within the insurance industry, the coverages provided under this section may be maintained in one or more types of insurance policies. However, regardless of the types and forms all policies shall:

- i. Name the Board of Regents of CENTRAL WASHINGTON UNIVERSITY as an additional insured and contain an appropriate severability of interests clause. This requirement is waived for professional liability policies.
 - ii. Include a waiver of subrogation in favor of University.
 - iii. Include cross-liability coverage
 - iv. Be primary as to any other insurance or self-insurance programs afforded to or maintained by University.
- b** The types of coverages required under the Agreement by this DSPA are:

- i. **Internet Professional Liability/ Media Liability/ Errors and Omissions Coverage**, with limits of at least \$2 million per occurrence / in the aggregate. Relevant policies must include coverages for:
 - 1. Where the nature of Work includes providing a service for a fee: claims arising out of a failure of the insured's **internet professional services** or claims arising out of the rendering or failure **technology services** by insured. Works requiring cover include, without limitations, activities by Vendor's as an internet service provider, application service provider, web portal, web content developer, web site or web-facing application designer, professional services provider that delivers some portion of such services over the internet. Types of claims include, without limitation: any form of improper "deep-linking", plagiarism, misappropriation of intellectual property, and/or unauthorized disclosure of trade secret, confidential, or other protected private or personal information.
 - 2. Where the nature of the Work includes providing or relying upon a product: claims arising from the failure of **insured technology products** (including hardware and software) to perform its intended function or purpose.
 - 3. Where the nature of the Work includes any activities involving access by Vendor to University's hosts or networks, and/or requires Vendor Group to store University Data: claims arising from insured **security / privacy** controls failure including but not limited to: failure of Vendor to prevent the transmission of Malicious Code; failure to prevent unauthorized host or network use; failure to prevent unauthorized host or network access; failure to handle, manage, store, destroy, or otherwise control University Data; failure to prevent collection of protected personal information.
 - ii. **Cyber Liability/ID Theft and Extortion Insurance**, with limits of at least \$2 million per occurrence and in the aggregate. Relevant policies must include coverages for:
 - 1. Claims arising from **Cyber Extortion** or any credible threat or series of related threats to attack insured hosts or networks in a specific way.
 - 2. Claims arising from **Crisis management, response costs and public relations expense**.
 - 3. Claims arising from a **Loss of Data** or **Denial of Service** incident effecting insured host(s) or network(s)
 - iii. Where the potential net aggregate compensation paid or to be paid by University to Vendor over the term of the Agreement exceeds \$25,000: **Umbrella liability**, with limits of at least \$1 million in the aggregate in support of the "Information Security and Privacy Indemnity" obligations voluntarily assumed by Vendor under §III.8 of this DSPA, which after other coverages required of Vendor Group under the Agreement or this DSPA, shall be primary to any other insurance of the University, but only for the risks and liabilities assumed under the Agreement or this DSPA.
- c. Vendor shall include all entities within Vendor Group as insureds under all applicable required insurance policies of Vendor. Alternatively, each entity within Vendor Group may maintain such coverages that comply fully with all insurance requirements stated herein and shall furnish separate certificates of insurance per the requirements herein. Failure of any member of Vendor Group to comply with insurance requirements does not limit Vendor's liability or responsibility.
 - d. Vendor shall provide CENTRAL WASHINGTON UNIVERSITY's Contracts and Purchasing Office located at 400 East University Way, Ellensburg, WA 98926-7480, with a certificate of insurance evidencing proof of insurance coverage, within thirty (30) calendar from the Effective Date of the Agreement, or prior to commencement of the Work, if requested by University. Vendor shall furnish to University copies of renewal certificates of all required insurance within thirty (30) calendar days after the renewal date. Vendor shall make a best effort to cause certificates of insurance to expressly indicate compliance with each and every insurance requirement specified in this section. If not, Vendor shall provide a statement describing how the certificates satisfy the requirements in this section within thirty (30) calendar days of this Agreement's Effective Date. Either insurer(s) or Vendor shall provide University with thirty (30) days prior written notice of either a material change in coverage or termination of policy. Upon request, Vendor shall further provide CENTRAL WASHINGTON UNIVERSITY's Contracts and Purchasing Office with a copy of the relevant binders or full policy.
 - e. By requiring insurance herein, University does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor Group's liability under the indemnities and reimbursements granted to University in this Agreement.
 - f. If it is determined judicially or by future legislation or rule that the monetary limits of insurance required hereunder or the indemnities assumed under this paragraph exceed the maximum

monetary limits or scope permitted under law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits or scope permitted under law.

- g** In addition to other remedies under the Agreement and this DSPA, if Vendor fails to maintain all insurance coverages required by this DSPA, then University may obtain such missing coverage on Vendor's behalf and at Vendor's expense, or University may require that Vendor obtain appropriate coverages as a corrective action plan, per Section III.9 of this DSPA.

10. TERMINATION PROCEDURES

- a** Upon expiration or earlier termination of the Agreement, Vendor shall ensure that no Data Breach occurs and shall follow the University's instructions as to the preservation, transfer, or destruction of University Data. Vendor shall certify in writing to University that such return or destruction has been completed.
- b** If University terminates the Agreement due to a material breach by Vendor Group, then Vendor shall, at University's written request, be obligated to continue to provide the Work pending University's reasonable efforts to obtain a substitute Vendor to provide the Work.

11. OPPORTUNITY TO CURE

In the event of a material breach of the DSPA by Vendor Group, the University reserves its rights to terminate the Agreement and seek all other available remedies. In lieu of immediately exercising the right to terminate, University may opt to extend to Vendor an opportunity to cure Vendor Group's material breach, and shall contact the Vendor, in writing, to describe issues where corrective action is sought. Within ten (10) business days, Vendor will provide a response, in writing, to explain how Vendor shall address all issues to University's satisfaction. If the Vendor's response is, in whole or part, unacceptable to University, then University may refer the matter to the dispute resolution provision of the Agreement, or seek other reasonable means to resolve outstanding issues. To the extent that the Vendor's response describes acceptable corrective actions, then University and Vendor shall coordinate in furtherance of executing Vendor's corrective actions. Vendor shall make a written request to University to confirm that satisfactory performance of corrective actions has cured the material breach. Such acceptance shall not be unreasonably withheld.

12. SURVIVAL; ORDER OF PRECEDENCE

This DSPA shall survive the expiration or earlier termination of the Agreement. In the event the provisions of this DSPA conflict with any provision of the Agreement, or Vendors' warranties, support contract, or service level agreement, the provisions of this DSPA shall prevail.

IN WITNESS WHEREOF, this Agreement has been executed as of the date of the last party to sign below ("Effective Date"). If signed in counterparts, then each shall be considered an original thereof.

UNIVERSITY

VENDOR

X: _____

X: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

OPTIONAL EXHIBIT 1 - IDENTIFICATION OF AGREEMENT AND CONTACTS

The parties may have optionally provided additional reference information in this section, as a convenience for the administration of the executory agreement. Parties agree that this Agreement is both complete and binding irrespective whether any additional reference information is provided in this exhibit.

ADDITIONAL REFERENCE INFORMATION

Agreement identification

Parties have provided the following reference information to facilitate identification of that certain Agreement which is hereby amended by this DSPA.

Agreement title and/or number:

Date of Agreement execution:

Agreement refers to University party of DSPA as:

Agreement refers to Vendor party of DSPA as:

*Contact
Information*

Parties have provided the following contact information to facilitate communication on issues arising from this DSPA:

University Contact name:

Vendor Contact name:

University Contact Department/Organizational Unit:

Vendor Contact telephone:

University Contact telephone:

Vendor Contact email:

University Contact email:

Vendor Contact address:

University Contact address:

OPTIONAL EXHIBIT 2 – INFORMATION SECURITY AND PRIVACY ASSURANCE DOCUMENTATION

The parties may have optionally provided additional reference information in this section, as a convenience for the administration of the executory agreement. Parties agree that this Agreement is both complete and binding irrespective whether any additional documentation information is provided in this exhibit.

Parties have attached the following documentation to this exhibit (check all that apply):

Ref	Document Description	Document Title	Date
§III.3.d	Export control license.		
§III.2.a.iv	Hardcopy of most recently published privacy policy. Please include the URL in the "Document Title"		
§III.6.k	Executive Summary findings from most recent Risk Assessment		
§III.9.d	Proof of insurance coverage		
§III.12	Additional amendments or writings which alter the order of precedence between provisions.		

CENTRAL WASHINGTON UNIVERSITY

REQUEST FOR PROPOSAL

APPENDIX B

TERMS AND CONDITIONS OF ANY SUBSEQUENT AGREEMENT WITH OTHER WASHINGTON INSTITUTIONS OF PUBLIC HIGHER EDUCATION (WIPHE) COOPERATIVE MEMBERS

Appendix B: Terms and Conditions Specific to Washington Institutions of Public Higher Education Cooperative Purchasing

1. **Definitions:**

WIPHE: Washington Institutions of Public Higher Education who are signatories to the Interlocal Agreement for Cooperative Purchasing.

Lead Institution: The WIPHE member that has volunteered to conduct the solicitation/negotiation process on behalf of the WIPHE members.

Committed Participants: Those WIPHE members who respond affirmatively to the Lead Institution's request for participation, and whose estimated purchase volume will be included in the solicitation/negotiation documents.

Potential Participants: All other WIPHE member institutions who are not Committed Participants. Potential Participants may choose to use any contract awarded, provided the contractor will accept their participation.

2. **No Exclusivity Implied:** This bid provides no exclusive arrangements for obtaining product or services by any WIPHE Institution who has not specifically been identified as

committed participants. Potential Participants may purchase any product or services in this bid through their own processes for competitive procurement or via other cooperative purchasing arrangements at their disposal.

3. **Contract Administration:** This contract shall be administered by the Lead Institution, the Committed Participants, and any other Potential Participant who subsequently use a resulting agreement, in the following manner:

- A. The terms and conditions contained in their entirety in any contract which results through the Lead Institution's solicitation may not be altered except as provided herein, or, unless approved in writing by the Lead Agency's Purchasing Manager.
- B. WIPHE Institutions may at their sole option, individually negotiate only operational provisions specific to the needs of their Institution. These would include agreed arrangements for such operational provisions as delivery, installation, service, and invoicing processes. Such negotiated changes shall not be binding on any other Institution. These changes may, however, bind the bidder to providing similar arrangements to the other Institutions pursuant to any Best Customer provisions of a contract.
- C. WIPHE Institutions shall individually be responsible for their obligations to the awarded contractor pursuant to any purchase associated with this agreement. Likewise, the Vendor shall be responsible for their obligations to the WIPHE Institutions pursuant to this agreement. All reasonable efforts will be made by the Vendor and the WIPHE Institutions to satisfy any breach of these obligations, or, disagreements arising between the individual WIPHE Institution and the Vendor. Resolution may take several forms, including cancellation of specific arrangements between the Vendor and the Institution. Resolutions of any nature shall not have a binding effect on any other Institution.
- D. In the event a breach or disagreement cannot be resolved between the Institution(s) and the Vendor, either party may notify the Lead Institution and request the Lead Institution satisfy the dispute in accordance with this agreement, including any Dispute Resolution process identified within.
- E. The Lead Institution may at any time act on behalf of any WIPHE Institution in resolving breach of contract, or, to settle disputes in accordance with this agreement.

4. **Contract Documents:** The Vendor shall make copies of any contract that results from the Lead Institution's solicitation available in its entirety to any WIPHE Institution expressing an interest in purchasing the product or service. The Lead Institution and the Vendor agree that a summary of this agreement, including a phone number for interested agencies to contact the Vendor, may be placed on a public access electronic home page, bulletin board, fax-on-demand network, or similar form of accessible medium.

5. **Award in Best Interest of WIPHE:** Central Washington University reserves the right to award the contract in whole or in part in a manner that most effectively serves the WIPHE members, to

reject any or all bids, and to otherwise proceed with the award as necessary to protect the best interests of WIPHE. After award, members of WIPHE will issue separate purchase orders to the successful vendor(s) if they choose to acquire the items pursuant to this award.

All questions regarding this bid must be directed to Central Washington University as the Lead Institution. All information relating to this solicitation will be retained by Central Washington University as the official public record.

6. WIPHE Cooperative Members:

Four Year Institutions:

Central Washington University, Ellensburg	University of Washington, Seattle
Eastern Washington University, Cheney	Washington State University, Pullman
The Evergreen State College, Olympia	Western Washington University, Bellingham

Community and Technical Colleges:

Bates Technical College, Tacoma	Olympic College, Bremerton
Bellevue Community College, Bellevue	Pierce College, Lakewood
Bellingham Technical College, Bellingham	Peninsula College, Port Angeles
Big Bend Community College, Moses Lake	Renton Technical College, Renton
Cascadia Community College, Bothell	Seattle Community Colleges, Seattle
Centralia College, Centralia	Shoreline Community College, Seattle
Clark College, Vancouver	Skagit Valley College, Mt. Vernon
Clover Park Technical College, Lakewood	South Puget Sound Community Col., Olympia
Columbia Basin College, Pasco	Community Colleges of Spokane, Spokane
Edmonds Community College, Edmonds	Tacoma Community College, Tacoma
Everett Community College, Everett	Walla Walla Community College, Walla Walla
Grays Harbor College, Aberdeen	Wenatchee Valley College, Wenatchee
Green River Community College, Auburn	Whatcom Community College, Bellingham
Highline Community College, Des Moines	Yakima Valley Community College, Yakima
Lake Washington Technical Col., Kirkland	State Board for Com & Tech Colleges, Olympia
Lower Columbia College, Longview	

CENTRAL WASHINGTON UNIVERSITY

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APPENDIX C

IN-STATE PREFERENCE/RECIPROCITY

Pursuant to RCW 43.19.704 and WAC 236-48-085, the Department of General Administration Office of State Procurement has established lists of states, which grant a preference to their in-state businesses and the appropriate percentage increase applicable against firms submitting bids from these states for goods and services.

For purpose of evaluating bid prices, the buyer is to add an amount equal to the appropriate percentage to each bid submitted from that state.

See Link below for preferences & conditions listed by state:
<https://des.wa.gov/services/contracting-purchasing/reciprocal-preference>

Document will be provided by mail upon receipt of a request faxed to: (509) 963-2871.

CENTRAL WASHINGTON UNIVERSITY

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APPENDIX D

Vendor Diversity Plan

MINORITY AND WOMEN OWNED CONTRACTOR/SUPPLIER/VENDOR BUSINESS PARTICIPATION OUTREACH PLAN

A MWBE/Diversity Plan is required from any vendor submitting a proposal to this RFP process. At a minimum, the plan should include the following:

1. Names, titles and contact information of those responsible for managing and implementing specific aspects of your MWBE Outreach Plan.
2. A description of the strategies, approaches, and specific steps your firm will take to assist the University in meeting its voluntary MBE and WBE percentage utilization goals, which may include but are not limited to a description of the following:
 - Any mentoring of MWBEs that your firm has been involved with or is currently involved with.
 - Your firm's participation in outreach events as a means to develop relationships with MWBEs.
 - Describe your firm's current method of measuring MWBE utilization.
 - Indicate how your firm identifies and contacts MWBEs.
 - Describe how your firm will monitor its progress towards meeting the voluntary MWBE goals on any contract award based on this RFP process.

CAMPUS MAP

Link to interactive CWU Campus Map: <http://www.cwu.edu/map>



