



**REQUEST FOR PROPOSAL  
18-005**

**CONFLICT OF INTEREST SOFTWARE**

Issue Date: ..... **April 17, 2018**  
Letter of Intent-to-Respond Due: ..... **April 23, 2018 3:00 PM (PDT)**  
(Mandatory)  
Questions Due: ..... **April 23, 2018 3:00 PM (PDT)**  
Proposals Due:, ..... **May 1, 2018 3:00 PM (PDT)**

***Return Proposals To:***

**Central Washington University  
Purchasing Office – Mailstop 7480  
Mitchell Hall 2<sup>nd</sup> Floor  
400 East 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>

## OFFEROR'S RFB CHECKLIST

### The 10 Most Critical Things to Keep in Mind When Responding to an RFB 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 RFB 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 Offeror’s Response**

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**SECTION #1: BID CHECKLIST AND 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.)

- 1.1 Bidders is a company in good standing for the products/services offered. \_\_\_\_\_.(Initial)
- 1.2 Bidder has responded to all portions of "SECTION #3: REQUIRED RESPONSES", \_\_\_\_\_.(Initial)
- 1.3 The response to this bid has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. \_\_\_\_\_.(Initial)
- 1.4 In preparing this bid, bidder 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 bid. \_\_\_\_\_.(Initial)
- 1.5 Bidder agrees that any resulting contract will be subject to the terms and conditions of this solicitation. \_\_\_\_\_.(Initial)
- 1.6 Bidder has responded to "APPENDIX C: VENDOR DIVERSITY PLAN". \_\_\_\_\_.(Initial)

Any official correspondence related to this Request For Bid 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 and Title of Signing Officer (print)

\_\_\_\_\_  
Contractor's Name and Address

\_\_\_\_\_  
Contractor's Telephone, Fax Number and Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## SECTION #1: GENERAL INFORMATION

**1.1 Purpose of Proposal:** Central Washington University (CWU, the University, Central) intends to contract for the purchase, implementation, training, and maintenance associated with a configurable and customizable pre-built conflict of interest (COI) risk management software. CWU staff will have the responsibility for inputting and maintaining all records in-house; these functions will not be out-sourced to the software vendor.

**1.2 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 10,300 students attend the university; about 1,300 students attend CWU online or at one of several satellite campuses located in, Everett, Lynnwood, Moses Lake, Des Moines, Steilacoom, Wenatchee, and Yakima.

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 25 percent of students are people of color. Sixty-five percent of graduates transferred to CWU from another institution.

CWU is a master's degree-granting university. Some signature areas of study at CWU include wine business, music, industrial and engineering technology, education, accounting and supply chain management, geology, aviation, paramedics, and field archeology.

Conflict of interest (COI) compliance is a complex issue in a regulatory environment that is continuously changing. CWU manages hundreds of professionals at various locations, increasing the challenge to manage risk. Paper-based compliance processes are incredibly time and resource-intensive, and leave organizations with substantial risk and liability. Especially as it relates to externally funded projects, COI compliance is becoming increasingly complex to implement, monitor, and report. For example, when submitting National Science Foundation proposals, the submitter is certifying that Financial Conflicts of Interest have been disclosed prior to submission.

Appropriate use of a COI risk management system will reduce risk for CWU in the following ways:

- Provide instant visibility into potential conflicts
- Show a complete audit trail of financial disclosures
- Offer Dashboards with detailed views into compliance levels
- Meet NIH and NSF guidelines

**1.3 Evaluation Process:** A total of 120 points is possible for the required written responses. Responses will be evaluated by a committee consisting of personnel from various CWU departments: Human Resources, the University Enterprise Team, Information Services, and Purchasing departments.

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.

**1.4 Form of Contract:** Any award made as a result of this RFP process will be subject to the contract terms and conditions provided by the State of Washington Department of Information Services (DIS). In principle, the contract language in Appendix A shall apply to any resulting contract. Any questions related to the contract terms should be directed to specific clauses or lack thereof. The anticipated initial term of contract will be one year with options to renew each year for an additional FIVE (5) YEARS, at the agreement of both parties, not to exceed a total of SIX (6) YEARS. Bidders should provide alternate term of contract if desired.

**1.5 University Parking:** Enclosed for your information is a University map on which you will see the CWU Parking/Information Kiosk. Visitors to campus should stop at the CWU Welcome Center for directions and parking passes and other information. The Welcome Center is located in Munson Hall, on the corner of Walnut Street and East University Way. The University is not responsible for parking infractions/violations incurred by visitors.

**1.6 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.

## SECTION #2: GENERAL INSTRUCTIONS

### **2.1 Applicable Dates:**

Issue Date: .....April 17, 2018  
Letter of Intent-to-Respond Due (Mandatory):.....April 23, 2018 3:00 PM (PDT)  
Questions Due:.....April 23, 2018 3:00 PM (PDT)  
Proposals Due:.....May 1, 2018 3:00 PM (PDT)

The University reserves the right to revise this schedule.

**2.2 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.

**2.3 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.

**2.4 Letter-of-Intent-to-Respond:** Vendors wishing to participate in this RFP process must provide a written Letter-of-Intent-to-Respond. Letters must be received by the date provided in the schedule found in Section 2.1 of this RFP. The letter should state the intent of the vendor to participate in the process, and should also include the name, complete address, phone number, and fax number/email address of a designated individual to whom any correspondence and/or addendums should be sent. **Fax the letter to the Purchasing Office at (509) 963-2871 or email to [Charity.Thornton@cwu.edu](mailto:Charity.Thornton@cwu.edu).** It is the vendors' responsibility to confirm that CWU Purchasing Office has received the Letter of Intent. Failure to provide this will be considered a material irregularity and deemed reason for rejecting proposals.

**2.5 Preparation of Responses:** Bid responses must be prepared on standard 8.5" x 11" paper. The vendor's name must appear on each page. Responses to the 'REQUIRED RESPONSES' must be formatted to correspond numerically to the requirements listed.

**2.6 Cost of Preparation:** The University will not pay vendor costs associated with preparing or presenting any response to this bid.

**2.7 Number of Copies:** If mailed or hand-delivered, one (1) complete copy of the response and one electronic copy must be submitted prior to the date and time stated in Section 2.1 Applicable Dates. All materials become the property of the University upon receipt in the Procurement Office.

**2.8 Multiple Responses:** Vendors 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.

**2.9 Proprietary Information:** Any information contained in the vendor's 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 only be kept confidential only to the extent allowed by Public Disclosure Law.

**2.10 Submitting Responses:** Respondents must submit their information to the Central Washington University Purchasing Office by email, mail, or hand-delivery (not by fax). If mailed or hand-delivered, all responses must be sealed in an opaque box or envelope with the name, bid reference number, and address of the respondent appearing on the outside of the box or envelope. Whether mailed or hand delivered, the response must arrive at the Purchasing Office no later than the date and local Ellensburg time identified in Section 2.1 of these instructions. Late responses will not be reviewed. The method of delivery will be at the discretion of the vendor and will be at the vendor's sole risk to assure delivery at the designated office. (UPS and Federal Express both deliver directly 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**), send to: [cthorton@cwu.edu](mailto:cthorton@cwu.edu)

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

If delivery is by mail the address is:  
Central Washington University  
Mitchell Hall, 2<sup>nd</sup> Floor  
Purchasing Office, M/S 7480  
400 E. University Way  
Ellensburg WA 98926-7480

**2.11 Late Responses:** Any response received after the hour specified will not be reviewed.

**2.12 Questions and Communication via Designated Contact:** All communications and/or questions in regard to this request must be in writing. Bidders are encouraged to **email** questions to the Purchasing Office at [cthorton@cwu.edu](mailto:cthorton@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 either case, please reference the bid number found on the cover page of this solicitation.

**2.13 Deadline for Submitting Questions:** Questions must be received no later than the date and local Ellensburg time identified in Section 2.1 of these instructions. No further questions will be answered after that date. The University will provide a copy of all vendors' questions and corresponding University responses to all vendors who have submitted the required 'Letter-of Intent-To-Respond'. VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.

**2.14 Clarification of Responses:** As part of the evaluation process, bidders may be asked to clarify specific points in their response. However, under no circumstances will bidders be allowed to make any changes to their responses after the deadline for submission

**2.15 Reserved Rights:** Subject to the provisions of Chapter 69, Laws of 1996 (SSB 6572), the State reserves the right to: Waive any informality as per WAC 236-48-124.

1. 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.
2. Reissue an IFB, RFQ, or RFP, or negotiate under provisions outlined under RCW 43.19.1911.
3. Award on an all or none basis taking into consideration a reduction in administrative costs as well as unit proposal prices.

**2.16 Minority and Women's Business Participation:** The following voluntary numerical MWBE participation goals have been established for this bid:

- Minority Business Enterprises (MBE's):10%
- Woman's Business Enterprises (WBE's):10%

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](http://www.omwbe.wa.gov) ,
- For small business information: Servando Patlan, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: 360.407.9390 or [servando.patlan@des.wa.gov](mailto:servando.patlan@des.wa.gov) ,
- The Department of Veterans' Affairs: 360.725.2169 or [www.dva.wa.gov](http://www.dva.wa.gov)

**2.17 Debriefing Conference and Protest Procedure:**

All vendors who have submitted proposals in accordance with this RFB 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 RFB.

**Optional Vendor Debriefing:**

Vendors who have submitted a proposal in accordance with this RFB 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 on the "Bid Checklist and Submittal Page", page 4 of this RFB document. 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.

**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 made to the agency conducting the acquisition. A person authorized to bind the vendor to a contractual relationship must sign the protest letter. The agency 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. Written notice of appeal to the agency must be received by within five (5) business days after the vendor receives notification of the agency's decision.

In conducting its review, the agency will consider all available relevant facts. The 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.
- A copy of the issuing agency's written decision on the protest

**2.18 Insurance Coverage:** The Contractor is to furnish CWU with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below. The Contractor shall, at its own expense, obtain and keep in force insurance coverage, which shall be maintained in full force and effect during the term of the contract. The Contractor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the University within fifteen (15) days of the contract effective date.

**Liability Insurance**

1. Commercial General Liability Insurance: Contractor shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence from CG 00 01 (or a substitute form providing equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the Contractor is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Business Auto Policy: As applicable, the Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990 or later edition, or substitute liability form providing equivalent coverage

**Employers Liability (“Stop Gap”) Insurance:** In addition, the Contractor shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

**Additional Provisions:** Above insurance policy shall include the following provisions: Additional Insured. The State of Washington, Central Washington University, its elected and appointed officials, agents and employees shall be named as an additional

insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract shall be primary as to any other Insurance or self-insurance programs afforded to or maintained by the State.

Cancellation. State of Washington, Central Washington University, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Identification. Policy must reference the agency name.

3. Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports. Any exception shall be reviewed and approved by Central Washington University, or the Risk Manager for the State of Washington, before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with chapter 48.15 RCW and 284-15 WAC.
4. Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect Contractor, and such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to the State in this contract.

**Worker's Compensation Coverage:** The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

**2.19 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.

### SECTION #3: REQUIRED RESPONSES

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	Ability to automate employee disclosure and review process of potential conflicts of interest(s)			√
2	Provide all employees with annual electronic form whereby each discloses potential conflict of interest (s)			√
3	Configurable and customizable pre-built software solution			√
4	Forms will interactively guide users to only answer relevant questions			√
5	Disclosures will be available in one easy-to-access personalized dashboard			√
6	Can be accessed anywhere (internet based)			√
7	Single sign-on with current CWU credentials			√
8	Ease of use for university to review disclosures			√
9	Potential conflicts are automatically flagged with e-mail alerts sent to appropriate reviewers for follow-up			√
10	Ability to quickly locate specific disclosures for review			√
11	Supervisors can easily manage their direct reports and COI results			√
12	Ease of use for reporting to auditors and general public			√
13	Dashboards available for viewing			√
14	A proven track record with high level of system availability			√
15	Ability to assist in training of employees on process			√

16	Knowledge and/or understanding of higher education environment, including the particular requirements of the applicable areas (research, patents, etc.) in the higher education milieu			√
	Preferred:			
17	Experience with other colleges and/or universities, and/or extensive knowledge of higher education environment, including the particular requirements of the high education milieu			
18	Provides training prior to using the COI and if so, have the ability to compare the user against individuals who have completed the training.			
19	Ensures the identified CWU system administrator has appropriate access to manage workflow, user privileges, etc.			
20	Generates statistics on a regular basis to identify the number of disclosures, the time to reach a decision, and the status of disclosures (active, in progress, complete, denied, etc)			
21	Integrates with PeopleSoft Applications			

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

**3.1 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 Conflict of Interest 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.

**3.2 Vendor Profile:** (15 points possible)

1. Approximately how many clients have purchased your service/product? (1 point)
2. How many higher education clients have purchased your product? (2 point)
3. Provide a list of at least three (3) customers of a size similar to CWU (Higher Ed preferred) who either have the product installed or have made firm purchase commitments. For each customer institution, provide the name, address, telephone number, fax number and email address of a contact person(s) who was/is directly involved in the purchase, implementation and ongoing use of the service. (12 points)

**3.4 Hardware Configurations:** (10 points possible)

1. Describe the proposed system server environment including but not limited to:

- a. Server configurations
  - b. Backup routines
  - c. Information security policies including application of patches
  - d. Connections to the Internet
  - e. Provide minimum and recommended system requirements
2. Identify the minimum and optimum desktop and browser configurations recommended in order to use this product for the PC, Mac, and Internet platforms, as well as any recommended peripheral equipment.

**3.5 Product/Service Description:** (35 points possible)

1. Describe in detail how your product/service meets the needs of the University (see Section 1.1, & 1.2).
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.

**3.6 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 (5 points)
2. List any items/tasks that would be the responsibility of CWU in regard to the implementation. (5 points)
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. (5 points)
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 required to proficiently operate the proposed system. (5 point)
5. 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 points)

**3.7 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.

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 #4: AWARD/EVALUATION CRITERIA**

**Award Criteria:** A contract shall be awarded to the most responsible and responsive bidder based upon, but not limited to, the following criteria where applicable and only that which can be reasonably determined as evidenced by required bid responses:

The price and the effect of term discounts (not less than thirty calendar days after receipt of goods or correct invoice), whichever is later.

Local sales and use tax.

- Servicing resources, capability and capacity.
- Uniformity or interchangeability, & upgradeability of parts and accessories.
- Warranty.

In determining the “lowest responsible bidder” as per RCW 43.19.1911, the following items shall also be given consideration:

- The quality of the articles proposed to be supplied, their conformity with specifications, the purposes for which the articles are required and the times of delivery.
- The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- The character, integrity, reputations, judgment, experience, and efficiency of the bidder;
- Whether the bidder can perform the contract within the timeframe specified;
- The quality of performance on previous contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services.

Such other information as may be secured having a bearing on the decision to award the contract such as life cycle costing.

Points will be assigned as follows: A total of 120 points is possible for the required written responses. Cost will be scored using a ‘declining percentage based on low cost’ method: Low cost will receive 30 points; costs other than low will receive the number of points equal to the percentage relationship to low. Responses will be evaluated by a committee consisting of personnel from various CWU departments: Organizational Effectiveness, the University Enterprise Team, Information Services, and Purchasing departments.

# **CENTRAL WASHINGTON UNIVERSITY**

**Conflict of Interest Software  
RFP # 18-005**

## **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 parties through their authorized representatives, effective as of the latest date written below.

**CENTRAL WASHINGTON UNIVERSITY**

**CONTRACTOR**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

# **CENTRAL WASHINGTON UNIVERSITY**

## **CONFLICT OF INTEREST SOFTWARE RFP # 18-005**

### **APPENDIX B**

#### **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. Bids in excess of \$43, 900 only are subject to the instate preference reciprocity provisions of RCW 43.19.700.

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:  
<http://www.ga.wa.gov/PCA/Forms/State-Preferences-Table.doc>

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

# CENTRAL WASHINGTON UNIVERSITY

## CONFLICT OF INTEREST SOFTWARE RFP # 18-005

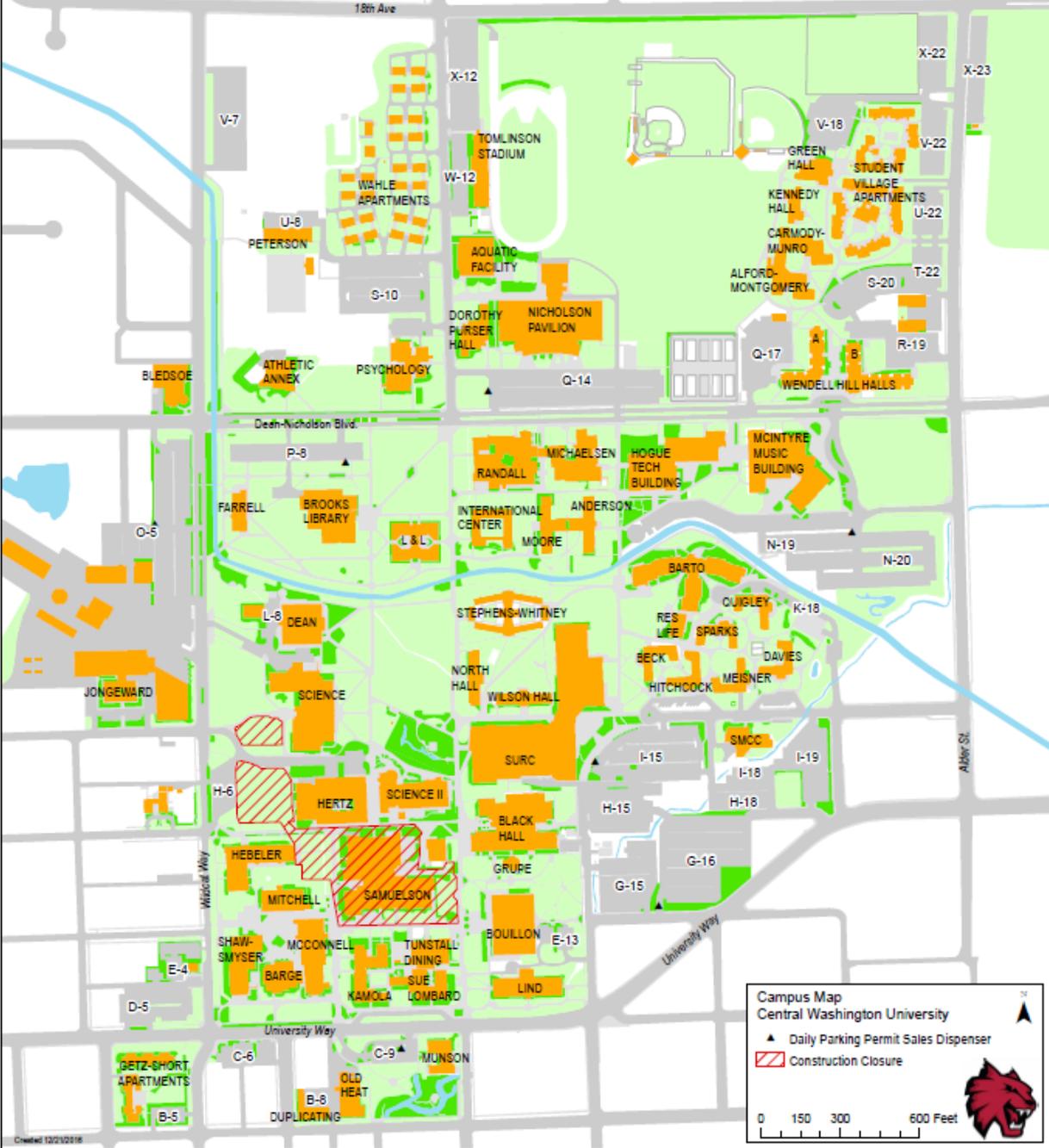
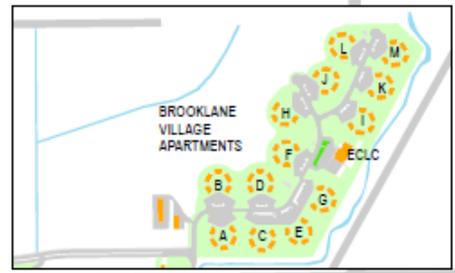
### APPENDIX C

#### 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 contact award based on this RFP process.



<http://www.cwu.edu/facility/campus-map>