



Request for Proposals (RFP)

Library Subscription Agent

Western Washington University
Bellingham, WA

Reference Proposal: RFP #JR-20-9276

Solicitation Posted:	October 9, 2020
Questions Submitted:	October 23, 2020, 3:00 p.m. (PST)
Proposal Due Date:	November 25, 2020, 3:00 p.m. (PST)

Return Proposals To:
Attn: Janette Rosebrook, Contract Administrator
Procurement and Contract Administration
Western Washington University

Official RFP Receiving Inbox: Purchasing.Department@wwu.edu

Time of receipt is defined as the time that the WWU Purchasing Department inbox records that the response was received by Western Washington University, NOT the Respondent's transmittal.
Any bids received after 3:00 p.m. (PST) November 25, 2020 will be rejected.

RFP CHECKLIST

Nine Critical Things to Keep in Mind When Responding to this RFP:

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; 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 via e-mail and/or through WEBS. Respondents should not contact university personnel outside of the opportunity provided in the document.
3. _____ **Take advantage of the “question and answer” period.** Submit your questions to the RFP Coordinator by the due date listed in the Schedule of Procurement Activities section and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on WEBS and will include all questions asked and answered concerning the RFP.
4. _____ **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.
5. _____ **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.
6. _____ **Terminology of Parties.** Throughout this RFP document, the terms “Proposer, Vendor, Responder, Respondent, and Contractor may be used synonymously unless expressly identified in a specific manner. Western Washington University may also be identified as “Campus” or “University”.
7. _____ **Before submitting your response,** check WEBS at: <https://pr-webs-vendor.des.wa.gov/> to see whether any addenda were issued for the RFP.
8. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements.
9. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Procurement Activities 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 Respondent’s Response.

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**SECTION #1
PROPOSER'S SUBMITTAL PAGE**

The undersigned has carefully examined all instructions and specifications and hereby proposes to furnish the goods and services described herein, in accordance with the RFP instructions and specifications. (Note: Signature must be completed in ink, submitted as a PDF or digital copy, and must be that of an individual authorized to act in such capacity for the firm represented.)

- 1.1 Proposer has responded to all items in Section #5 Required Responses of all Proposers. _____ **(Initial)**
- 1.2 The response to this RFP has been prepared independently, without consultation, communication or agreement with others for the purpose of restricting competition. _____ **(Initial)**
- 1.3 In preparing this RFP, Proposer has not been assisted by any current or former employee of Western Washington University or the state of Washington whose duties relate to this proposal 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)**
- 1.4 Proposers 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. Proposer agrees to provide this information upon request by the university. _____ **(Initial)**
- 1.5 Submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and all general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document. _____ **(Initial)**
- 1.6 The attached proposal is a firm offer for a period of one hundred and eighty (180) days following receipt, and it may be accepted by the UNIVERSITY without further negotiation at any time within that period. _____ **(Initial)**

Any official correspondence related and between the parties to this Request For Proposal solicitation shall be directed to Western Washington University, Purchasing Office, Attn: Janette Rosebrook, Purchasing.Department@wwu.edu; and to the respondent (proposer) as noted below:

Name and Title of Signing Officer (print)

Company Name

Address

City, State, Zip

Telephone Fax Number Tax I.D. Number UBI Number

Signature E-mail Date

SECTION #2 INTRODUCTION AND BACKGROUND

2.1 PURPOSE OF PROPOSAL

Western Washington University is seeking a vendor to be our preferred subscription agent.

2.2 UNIVERSITY BACKGROUND

One of six state-funded, four-year institutions of higher education in Washington state, Western Washington University operates on a September-to-June academic year (quarter system) with a six-and nine-week summer session. The Western Libraries serve a campus with an approximate FTE student population of 14,000 in 2019.

Western Washington University is a residential campus that houses about a third of its students in 15 residence halls. Our 215-acre campus includes the student-funded Wade King Student Recreation Center and the 38-acre Sehome Arboretum, operated jointly with the city of Bellingham. Western also has off-campus facilities at Shannon Point Marine Center in Anacortes and a 15-acre student-University facility at nearby Lake Whatcom. Woodring College of Education and the University's Outreach and Continuing Education and Summer Programs offer classes and certificate and degree programs in Bremerton, Everett, Port Angeles, and Poulsbo.

The Western Washington University Libraries is composed of a Main Library (including Special Collections), the Center for Pacific Northwest Studies, and University Archives and Records Management. The Libraries also manages a small number of subscriptions on behalf of the Music Library.

Western Libraries proudly serves as an intellectual crossroads for the university community and as an innovative partner in Western's teaching and research mission. The Libraries seek to advance knowledge, self-awareness, and understanding. Western Libraries is a place of inquiry and learning where intellectual freedom, privacy, and confidentiality are respected and protected. In this important leadership role, librarians, staff, and student employees have joined with library colleagues nationwide to embrace diversity, equity, and inclusion and vigorously oppose racism, prejudice, and discrimination.

2.3 QUALIFICATIONS

Proposer must, at the time of proposal opening, be an established business firm licensed to do business in the State of Washington, with all necessary licenses, bonding, facilities, equipment, and trained personnel necessary to perform the work as specified in this Request for Proposal solicitation. <https://www.dol.wa.gov/business/>

All Proposers responding shall demonstrate that:

- a) the Proposer shall have been engaged in providing like solutions in higher education/University settings;
- b) the Proposer provides references to attest to the quality and timeliness of the similar work completed. The quality and applicability of Proposer references will be used as a factor for vendor selection. (See Section 5 Required Responses of All Proposers);
- c) the Proposer understands and subscribes to the prevailing wage requirements (when required).

2.4 PERIOD OF PERFORMANCE

It is the intent of the University that the initial term of contract will be three years, with options to renew for three (3) additional two-year periods.

2.5 DEFINITIONS

Definitions for the purposes of this RFP include:

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.

Consultant – Individual or company submitting a proposal in order to attain a contract with Western.

Contractor – Individual or company whose proposal has been accepted by Western and is awarded a fully executed, written contract.

ILS – Integrated Library System.

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

Orbis Cascade Alliance - The Orbis Cascade Alliance is a consortium of 37 academic libraries in Oregon, Washington, and Idaho serving faculty and the equivalent of more than 275,000 full time students.

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

Proposal – A formal offer submitted in response to this solicitation.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the Contractor community to suggest various approaches to meet the need at a given price.

WEBS - Washington’s Electronic Business Solution.

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

WESTERN, WWU or University – Western Washington University is an institution of higher education of the state of Washington that is issuing this RFP, acting as Lead Institution.

SECTION #3 GENERAL INSTRUCTIONS TO ALL PROPOSERS

3.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the University for this Project. All communication between the Proposer and the University upon receipt of this RFP shall be with the RFP Coordinator, and only through the email address specified:

Name	Attn: Janette Rosebrook Purchasing.Department@wwu.edu
Address	333 32 nd Street, Suite 140
City, State, Zip	Bellingham, WA 98225-1420

Any other communication will be considered unofficial and non-binding on the University. Proposers are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proposer.

3.2 SCHEDULE OF PROCUREMENT ACTIVITIES

Request for Proposal Issued on WEBS	October 9, 2020
Last Date to Submit Questions regarding RFP	October 23, 2020
Answers to Questions Posted as Addenda on WEBS	November 6, 2020
Proposals Due by 3:00 p.m. Pacific Standard Time (P.S.T.)	November 25, 2020
University Evaluates Proposals	November 30, 2020 – January 31, 2021
Conduct Oral Interviews/Presentations with Short List of Vendors, if Required; Final Evaluation and Selection of Vendor	February 1– April 1, 2021
Contract Review and Execution	April 1 – May 31, 2021
Award Announcement	June 1, 2021
Estimated Project Start Date	July 1, 2021

The university reserves the right to revise this schedule.

3.3 AMENDMENTS TO SPECIFICATIONS

In the event it becomes necessary to revise any part of this RFP, addenda will be posted on WEBS, Washington's Electronic Business Solution. URL: <https://pr-webs-vendor.des.wa.gov/>

Notice of an addendum should be sent via e-mail by the WEBS system to advise the addendum is available for download. It is the responsibility of Proposer to check for any addendums. The University also reserves the right to cancel/reissue the RFP in whole or in part, prior to final execution.

3.4 PREPARATION OF RESPONSES

The University is accepting electronic proposals for this project. Proposers must submit their proposal via e-mail to the RFP Coordinator specified in Section 3.1 by the Due Date and Time specified in the Schedule 3.2. Responses must be formatted to correspond numerically with the major sections of the proposal being submitted in the order noted below:

- Cover Letter/Executive Summary
- Proposer Submittal Letter (Section 1)
- Required Responses of All Proposers
- Supplemental Features and Services Description (if any)
- Cost Proposal; include any supporting documentation.
- Other pertinent data

Proposals must provide information in the same order as presented in this document with the same headings and table format. Proposals should be transmitted within three or less files.

3.5 MULTIPLE RESPONSES

Proposers 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.

3.6 PROPRIETARY INFORMATION

Materials submitted in response to this competitive procurement shall be deemed public records as defined in Chapter 42.56 RCW. Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Proposer is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right-hand corner of the page.

The University will consider a Proposer's request for exemption from disclosure; however, the University will make a decision predicated upon Chapter 42.56 RCW and Chapter 516-09 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Proposer must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected Proposer has been given an opportunity to seek a court injunction against the requested disclosure.

All requests for information should be directed to the University Public Records Officer. See: <https://rcps.wvu.edu/public-records-2/>

3.7 QUESTIONS AND COMMUNICATION

All communications and/or questions regarding this request must be in writing and submitted via e-mail to the attention of the RFP Coordinator as outlined in Schedule 3.1. Under no circumstances should proposers contact university personnel outside of the opportunity provided herein.

3.8 SUBMITTING RESPONSES/PROPOSALS

Proposers must electronically submit their proposals to Janette Rosebrook, RFP Coordinator on or before 3:00 p.m., P.S.T., on November 25, 2020. Please include reference to RFP Title and RFP Number on subject line: **Library Subscription Agent, RFP # JR-20-9276. E-mail to purchasing.department@wwu.edu.**

3.9 LATE RESPONSES

Any response received after the date and time specified will not be reviewed or considered.

3.10 DEADLINE FOR SUBMITTING QUESTIONS

Questions must be received electronically by the RFP Coordinator no later than the date identified in Section 3.2 Schedule of Procurement Activities. Questions must be submitted via email to Purchasing.Department@wwu.edu. The University will summarize all questions and answers material to the bid and post as an addendum on WEBS. **VERBAL REQUESTS FOR INFORMATION OR CLARIFICATION WILL NOT BE HONORED.**

3.11 PUBLIC OPENING

A formal Proposal opening will not be held. Proposal information, including price sheets, will not be available for public disclosure until after award of the contract.

3.12 MOST FAVORABLE TERMS AND CLARIFICATION OF RESPONSES

The University reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms, including best and final offers.

The University does reserve the right to contact a Proposer for clarification of its proposal during the evaluation process. In addition, if the Proposer is selected as the apparent successful Contractor, the University reserves the right to enter into further contract negotiations with this firm, which may include a discussion regarding, but not limited to, the terms of the proposal. The Proposer should be prepared to accept this RFP and their proposal for incorporation into a contract resulting from this RFP. It is also understood that the proposal will become part of the official procurement file.

3.13 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful Proposer will be expected to enter into a contract covering the term of the agreement. It is preferred that a Proposer uses the University's contract. A sample service agreement is attached to this RFP as Appendix C. In the event Contractor requires their standard contract, University's required general terms and conditions must be incorporated into the final agreement.

3.14 RESERVED RIGHTS

The University reserves the right to: (1) Waive any informality; (2) Reject any or all proposals, or portions thereof; (3) Accept any portion of the items proposed unless the proposer stipulates all or nothing in their proposal; (4) Cancel an RFP and re-solicit proposals; (5) Negotiate with the lowest responsive and responsible proposer to determine if that proposal can be improved for the purchaser.

3.15 MINORITY AND WOMEN'S BUSINESS ENTERPRISES

The following voluntary numerical MWBE participation goals have been established for this bid: Minority Business Enterprises (MBE's): 10% and Woman's Business Enterprises (WBE's) 10%. These goals are voluntary, but achievement of the goals is encouraged. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award or completion of the contract work, and bids and proposals will not be rejected or considered non-responsive if they do not include MWBE participation. Proposers may contact OMWBE at 360-664-9750 to obtain information on certified firms for potential subcontracting arrangements.

3.16 OTHER INSTITUTIONS AND AGENCIES ELIGIBLE FOR PURCHASE

This solicitation is being issued by Western Washington University (The Lead Institution) pursuant to the Interlocal Cooperative Act, RCW 39.34, and offers the Contractor an opportunity to make any resulting contract available to members of the Washington Institutions of Public Higher Education purchasing cooperative (WIPHE). See Appendix D for more information

Participants in the Washington Institutions of Public Higher Education (WIPHE) Interlocal agreement may establish an institution specific agreement with the Contractor/Supplier at any time during the term of this Contract. The term of the institution specific agreement may have a term, if mutually agreed upon, which extends beyond the term of the Lead Institution's Contract. In that event all terms and conditions of the Lead Institution's Contract will inure to the participating institution's agreement. In addition to the University, other public agencies and political subdivisions within the State of Washington, pursuant to the Interlocal Cooperative Act, RCW 39.34 may be interested in utilizing the resulting contract(s).

SECTION #4 BACKGROUND / SCOPE OF WORK

4.1 BACKGROUND

Western Washington University is an active member of the Orbis Cascade Alliance, a regional consortium of 37 academic libraries across Washington, Oregon, and Idaho. We participate in group purchasing via the Alliance for many of our subscription-based resources in order to more efficiently and effectively support research and teaching across the university. We have a number of package deals from major academic presses, many in conjunction with the Orbis Cascade Alliance:

Publisher	Core Titles	Unsubscribed but Included Titles	Paid via Subscription Agent / Direct	Orbis Cascade Alliance (Y/N)
American Chemical Society (ACS)	0	65	Direct	Y
Cambridge	421	0	Direct	Y
Duke	53	0	Direct	Y
Elsevier Science Direct	80	0	Direct	N
Emerald	200	0	Direct	N
Oxford	26	0	Subscription Agent	N
Sage	25	238	Subscription Agent	N
Springer	632	0	Subscription Agent	Y
Taylor & Francis	98	1919	Subscription Agent	N
Wiley	206	1231	Subscription Agent	Y

The Libraries uses Alma from Ex Libris as its integrated library system.

4.2 SCOPE OF WORK

Western Washington University Libraries is reviewing sources of supply for serial subscriptions. Our intent is to place the majority of our periodical and database subscriptions together with a smaller proportion of our standing orders with the vendor that can best meet our service and pricing needs. However, we do not anticipate being able to place all of our subscriptions with a single vendor and we reserve the right to place subscriptions with other vendors, with consortia, or directly with the publisher at the sole discretion of the Western Libraries. Situations where we might wish to use alternate supply channels include, but are not limited to:

- Titles that the successful bidder is unable to supply, or is only able to supply at a substantial premium
- Foreign language materials in non-Roman scripts and/or from areas of the world with a history of supply problems
- Package deals or databases where the terms of the deal require a particular vending channel.

Total dollar volume is difficult to predict, but our target is to place \$500K-\$1M annual spend with the successful bidder. This is only an estimate and is not guaranteed.

The vendor should provide services for serials published worldwide regardless of format (print, electronic, or other). The vendor should be prepared to handle all types of serial, periodical, and/or subscription publications, including but not limited to:

- Periodicals
- Databases
- Standing orders
- Memberships
- Indexes and supplementary volumes
- Publisher packages

There are a range of systems and services beyond subscription fulfillment that we may wish to utilize in order to improve our serials management and/or gain operational efficiencies; we understand that some of these systems and services will involve additional costs over and above the baseline service charges. The availability, cost, and capabilities of these optional services and systems will inform our choice of vendor. One goal in consolidating our serials business is to continuously improve our serials management processes, so we are particularly interested in vendors who can propose and facilitate process improvement.

SECTION #5

REQUIRED RESPONSES OF ALL PROPOSERS

5. PROPOSAL CONTENTS

All proposers must provide the required information requested in this section. Information must be presented in a clear, concise and complete format. Responses are to be formatted to correspond numerically with items listed below. Sections should be identified accordingly. Failure to respond to all items in this section may be deemed as sufficient reason to disregard any response.

- 5.1. Signed or Certified Letter of Submittal, including signed Certifications and Assurances attached as Appendix B to this RFP.
- 5.2. Executive Summary
- 5.3. Technical Features, Service, and Functionality
- 5.4. Supplemental Features and Services
- 5.5. Cost Proposal
- 5.6. OMWBE (Optional)
- 5.7. WIPHE Agreement
- 5.8. VPAT and Accessibility Documentation / Accessibility Statement

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal but should assist the Contractor in preparing a thorough response.

5.1 PROPOSAL SUBMITTAL LETTER

The Letter of Submittal and the attached Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Contractor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Contractor and any proposed subcontractors:

- a. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- b. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- c. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- d. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If Contractor does not have a UBI# they must indicate that they will obtain such a number within thirty days of contract execution.
- e. Location of the facility from which the Contractor would operate.
- f. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Contractor's organization. If following a review of this information, it is determined by Western that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.
- g. If the Contractor or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the Agency, the contract number and project description and/or other information available to identify the contract.
- h. If the Contractor's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, Western previously or currently employed by, job title or position held and separation date.

- i. If the Contractor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either: (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
- j. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Contractor's position on the matter. Western will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Contractor in the past five years, so indicate.

5.2 EXECUTIVE SUMMARY

The executive summary should provide information regarding the company and services offered. The summary should include information regarding the financial status and current economic conditions of the company, general staffing and organization structure, and experience. Please address the following:

- a. Please provide a brief history of the firm and its experience in serials vending and fulfillment. This response should demonstrate the ability of the firm to provide the services specified by this RFP and must indicate that you meet the minimum qualifications listed in Section 5.3.
- b. Please provide information on those individuals who will be assigned to work with the Libraries, including a description of their experience. Include a high-level organizational chart covering these individuals.
- c. Provide a list of five references for which your firm has served as Subscription agent during the past five years, including at least one state-funded institution of higher education. Information on budget size must also be provided. Include a phone number, fax number, and e-mail address for each reference.
- d. Provide a copy of your most recent Audited Financial Statement.
- e. Briefly describe your risk management plan related to 1) information technology security and 2) protection of another party's money, securities or other valuable financial property while held in your custody.
- f. Briefly describe your emergency management plan.
- g. Briefly describe your business continuity plan.
- h. Provide us with an overview table or easy-to-read summary list and short description of services that you propose to provide as our Subscription Agent. Specific details of various services will be covered in responses listed in Section 5.3.

5.3 TECHNICAL FEATURES, SERVICE, AND FUNCTIONALITY (MINIMUM REQUIREMENTS)

A. Orders and Cancellations

The following questions are REQUIRED and are to be answered with either yes or no; provide additional explanations if these will help us to understand the scope of your services. Provide Yes/No answers in a table format. Do you:

	Description	Y/N	Explanation/description/limitations
A1	Accept new orders and cancellations at any time during the year (subject to publisher restrictions)?		
A2	Accept orders for materials in all formats, including but not limited to print and online?		

A3	Have the ability to manage "Big Deal" orders that are specific to the Libraries and may contain terms outside the publisher's published price list?		
A4	Accept rush orders?		
A5	Maintain orders associated with the Libraries' fund codes?		

The following questions are to be answered in narrative form. Please use as much space as you need to adequately describe your services:

A6 Describe the ways in which you can accept orders and cancellations, including, but not limited to: a web-based system, EDI, telephone, and e-mail.

A7 Describe your order process, including time expectations.

A8 Do you confirm cancellations with the Libraries? If so, how?

A9 Describe any countries or languages you do not handle.

A10 Can you establish a common expiration date for all subscriptions, excepting publisher restrictions? If yes, please describe.

A11 Please elaborate on anything else related to orders and cancellations that will assist the Libraries in understanding and assessing your capabilities and services.

B. Claiming

The following questions are REQUIRED and are to be answered with either yes or no; provide additional explanations if these will help us to understand the scope of your services. Provide Yes/No answers in a table format. Do you:

	Description	Y/N	Explanation/description/ limitations
B1	Provide a claims process for e-resources?		
B2	Resolve access problems?		

The following questions are to be answered in narrative form. Please use as much space as you need to adequately describe your services:

B3 Describe the ways in which you accept claims including, but not limited to: the web, EDI, and email.

B4 Describe your claim process workflow for first and follow-up claims, including time expectations.

B5 What is your procedure for notifying the Libraries of claim status?

B6 How do you provide claim interval information and publisher restrictions on claiming?

B7 How do you assist libraries in resolving access problems for electronic subscriptions?

B8 Please elaborate on anything else related to claiming that will assist the Libraries in understanding and assessing your capabilities and services.

C. Invoicing and Renewals

The following questions are REQUIRED and are to be answered with either yes or no; provide additional explanations if these will help us to understand the scope of your services. Provide Yes/No answers in a table format. Do you:

	Description	Y/N	Explanation/description/ limitations
C1	Accept automatic renewals (run until cancelled) and		

	renewals requiring authorization from the Libraries?		
C2	Supply electronic invoices with title-level and fund-level detail?		
C3	Supply separate invoices for taxable and non-taxable purchases? (Note: The University is required to pay sales tax for print materials but may be tax exempt for most digital subscriptions. Library personnel will manage this in cooperation with Contractor.)		
C4	Provide alerts to the Libraries for price increases above a designated threshold?		
C5	List the service charge as a separate line on invoices?		
C6	Issue refund checks instead of credits, upon the Libraries' request?		
C7	Provide regular statements on deposit account balances and transactions?		

The following questions are to be answered in narrative form. Please use as much space as you need to adequately describe your services:

- C8 Describe your renewal process and timelines.
- C9 Describe any discounts you offer (e.g., for pre-payment of invoices).
- C10 Provide a sample of your invoices and describe the information included. Describe how you handle supplementary invoices.
- C11 Describe your policies, procedures, and timeline for issuing credits
- C12 Describe how you keep libraries apprised of any deposit account balances and transactions.
- C13 Please elaborate on anything else related to invoicing and renewals that will assist the Libraries in understanding and assessing your capabilities and services

D. Reports

The following questions are REQUIRED and are to be answered with either yes or no; provide additional explanations if these will help us to understand the scope of your services. Provide Yes/No answers in a table format. Do you:

	Description	Y/N	Explanation/description/ limitations
D1	Provide management reports for orders on the Libraries' accounts?		
D2	Provide collection assessment reports?		

The following questions are to be answered in narrative form. Please use as much space as you need to adequately describe your services:

- D3 Describe options for producing management reports, including formats
- D4 Indicate which reports the Libraries can generate on your web-based system and which need to be specially requested
- D5 Please elaborate on anything else related to reports that will assist the Libraries in understanding and assessing your capabilities and services.

E. Customer Service and Support

The following questions are REQUIRED and are to be answered with either yes or no; provide additional explanations if these will help us to understand the scope of your services. Provide Yes/No answers in a table format. Do you:

	Description	Y/N	Explanation/description/ limitations
E1	Maintain a searchable, web-accessible database made available at no cost to the Libraries? Does this database cover all titles available for order, and include, at a minimum, cost, format and order options, publisher terms and restrictions, subscription/title ID, subscription status and history?		
E2	Provide email addresses and phone numbers for all staff assigned to the Libraries' accounts?		

The following questions are to be answered in narrative form. Please use as much space as you need to adequately describe your services:

- E3 Describe your account service personnel structure for sales and support
- E4 Describe your training procedures for available services.
- E5 Describe the Libraries ability to update order information in your database.
- E6 Describe what assistance you can provide the Libraries in updating or making global changes, including account data and vendor transfers.
- E7 Detail your implementation plan if we were to transfer our primary subscriptions to you.
- E8 Please elaborate on anything else related to customer service and support that will assist the Libraries in understanding and assessing your capabilities and services.

F. Technology

The following questions are REQUIRED and are to be answered with either yes or no; provide additional explanations if these will help us to understand the scope of your services. Provide Yes/No answers in a table format. Do you:

	Description	Y/N	Explanation/description/ limitations
F1	Offer EDI capabilities for orders, invoicing, and claiming?		
F2	Accept electronic payments through EDI or ACH?		

The following questions are to be answered in narrative form. Please use as much space as you need to adequately describe your services:

- F3 List the ILS vendors with whom you are able to exchange data, and, to the extent not addressed above, describe the nature of the data exchange.
- F4 Do you offer a renewal tool in your system that is specifically targeted at managing “Big Deal” packages? These packages are specific to the Libraries and may contain terms and conditions outside the publisher’s published price list. If so, describe the tool.
- F5 Does your system support a range of access roles and workflows, e.g., “view only”, “action subject to review”, etc? Please describe
- F6 Summarize your technology plans for the next three years as they pertain to the development or improvement of your customer-facing systems and services.
- F7 Please elaborate on anything else related to technology that will assist the Libraries in understanding and assessing your capabilities and services.

5.4 SUPPLEMENTAL FEATURES AND SERVICES

There are a number of features and services beyond subscription fulfillment that may be of interest to the Libraries. Please describe each of these features and services that you offer, and provide a list of references using each feature or service. If you offer additional features or services that we have not listed, please describe those also. Please elaborate on your answers. Answering yes or no without detail would not be helpful. Alternately, if these features or services are not available but are under development, please provide details including product description, and expected release date. We may or may not elect to use these features or services, depending on cost and suitability. We may also elect to add one or more of these features or services in the second or third year of the initial contract.

- A. Are you able to provide receipt, check-in, and consolidated shipping for titles that the Libraries designates for such treatment? In your description, please include information about how check-in data is reflected in the III serials module.
- B. Are you able to review and negotiate simple/generic licenses on our behalf based on our specified criteria and only refer to us those licenses with key issues specific to our institution for further negotiation with the publisher?
- C. Do you offer an OpenURL link resolver? In your description, include information about the degree to which the resolver profile is integrated with your subscription database, and information about the ability to add third-party data (e.g., for subscriptions acquired through other channels) to the resolver’s knowledgebase. Is it possible to add print holdings information as well?
- D. Do you offer an e-journal portal and A-Z lists for the Libraries end-users? Include information about access controls, authentication/authorization systems supported, and how it supports use by off-campus users who are affiliated with the University.
- E. Do you offer an Electronic Resource Management tool or suite of tools? If so, in your description include information about its integration with your subscription database, and with any other subscription management and evaluation tools that you offer.
- F. Do you offer a service that can supply MARC bibliographic records for our E-journals?
- G. Do you offer any decision support tools such as SUSHI harvesting, cost-per-use analysis, alternate scenario analysis tools (e.g., to compare package costs with per-title costs), etc.?

5.5 COST PROPOSAL

Proposal must include a complete cost breakdown including all licenses, maintenance fees, startup costs, professional fees, travel expenses, and all other associated costs.

You must submit two cost proposals keeping the supplemental features and services separate. You must include all proposed fees you may charge. Your submission should be in a table format. This schedule should include, but need not be limited to:

Description	Fee or Discount	Explain in detail
Base service charges		
Late fees, if any		
Pro rata charges for partial year subscriptions		
All special handling fees (e.g. for rush orders, cancellations, and custom reports, etc.)		
Discounts including, but not limited to, early payment		
Fees or discounts for using particular technologies		

Expand the table as needed to include all fees.

Cost proposal for supplemental services described in Section 5.4.

Description	Fee or price	Explain in detail
License negotiation		
Open URL link resolver		
eJournal portal and/or A-Z list for library end-users		
Electronic Resource Management System		
Discounts including, but not limited to, early payment		
Fees or discounts for using particular technologies		
MARC bibliographic records for eJournals and/or eBooks		
Decision support tools such as SUSHI harvesting, cost-per-use analysis, alternate scenario analysis tools, and other statistical tools		
Migration assistance		

Expand the table as needed to include all fees.

5.6. OMWBE (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

5.7. WIPHE Agreement – See Appendix D

5.8. VPAT and Accessibility Documentation

Proposals will represent through acceptable methods that the proposer/contractor is committed to promoting and improving accessibility of all its products and will remain committed throughout the term of any subsequent agreement. Proposal must include evidence that any software applications comply with the requirements set by the state of Washington for accessibility.

- A. Submit a completed [Voluntary Product Accessibility Template \(VPAT\)](#). The VPAT must use the VPAT 2.0 template or newer and conform to WCAG 2.0 Level AA or better. Templates for VPAT 2.0 through 2.4 are available from the Information Technology Industry Council at <http://www.itic.org/policy/accessibility>.
- B. Submit any independent accessibility evaluations conducted on the software application by an accessibility consultancy or other third-party organization (if applicable).
- C. Submit or provide the URL for any public accessibility statements or commitments by your organization (if applicable).
- D. Submit or provide the URL for any accessibility documentation intended to help users with disabilities use the software application (if applicable).
- E. If the products and services are not in conformance with all applicable federal and state disability laws, policies, and regulations and will not be as of the effective date, describe any plans to update the products and services so as to be in conformance therewith (if applicable).

SECTION #6 EVALUATION AND CONTRACT AWARD

6.1 EVALUATION

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation which will determine the ranking of the proposals.

The final selection depends upon both the evaluation criteria and the cost of the proposed solution. The process is designed to award this procurement not necessarily to the Proposer of least cost, but rather to the proposal which best meets the requirements of this RFP.

6.2 EVALUATION CRITERIA

Evaluation and selection of a firm will be based on the information submitted in the proposals plus any required oral presentations or demonstrations. Award criteria shall include all factors identified in RCW 43.19.1911 and the requirements provided in this RFP, Section 4.2 (Scope of Work), and Section 5 (Required Responses of all Proposers). No OMWBE preference will be included in the evaluation of bids/proposals, no minimum level of OMWBE participation shall be required as a condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis.

EVALUATION CRITERIA	CONSIDERATIONS	POINTS
Executive Summary	The ability, capacity, and skills of the Vendor to perform the contract or provide the service required. The character, integrity, reputation, judgment, experience, and efficiency of the Vendor. Such other information as may be secured having a bearing on the decision to award the contract.	20
Features & Functionality	How well the solution meets the requirements and desired features and functionality	50
Fees & Pricing	Best value	30
Total Possible Points		100

Points will be awarded based on the completeness of the written response and the demonstrated ability to best serve the needs and goals of the University.

Supplemental Features and Services will be weighed after the evaluation of Minimum Requirements and used to compare proposals that have met the Minimum Requirements. Supplemental Features and Services evaluation criteria and weighting:

EVALUATION CRITERIA	CONSIDERATIONS	POINTS
Features & Functionality	How well the solution meets the requirements and desired features and functionality	50
Fees & Pricing	Best value	50
Total Possible Points		100

All proposals will initially be scored as stated above.

6.3 EVALUATION OF TECHNICAL/FUNCTIONAL REQUIREMENTS

The sections of the proposal that respond to the functional, technical and any management requirements including company information and project or timeline plans will be evaluated. Deviations will be defined as material, which means that a proposal will be disqualified in its entirety, or immaterial, which means the deviation may, at our option, be accepted. The University reserves the right to waive minor deficiencies in a proposal. The decision as to whether a deficiency will be waived or will require rejection of a proposal will be solely within the discretion of the University.

6.4 PRESENTATION

After evaluation of the proposals, finalist(s) may be asked to make oral presentations and/or conduct a phone interview. Contract award will be made to the proposer who best meets the university's overall requirements and criteria.

6.5 DEBRIEFING OF UNSUCCESSFUL RESPONDENTS (Proposers)

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. Discussion will be limited to a critique of the requesting Contractor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

6.6 PROTEST PROCEDURES

This procedure is available to Contractors who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Contractor is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by via email to the RFP Coordinator at Purchasing.Department@wwu.edu, but should be followed by the original document.

Contractors protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Contractors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or University policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) University's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the University. The Director of Purchasing, Contracts and Support Services, or his delegate, an employee who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Contractor that submitted a proposal, such Contractor will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the University's action; or
- Find only technical or harmless errors in the University's acquisition process and determine the University to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the University options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the University determines that the protest is without merit, the University will enter into a contract with the apparently successful Contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

APPENDIX A

GENERAL TERMS AND CONDITIONS

7.1.1 Compliance with Law

Successful Vendor shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county and city governments, bureaus and departments including but not limited to those concerning the purchase and installation of parts; hourly wages; equal employment opportunity; occupational health and safety; and labor relations, and shall procure and maintain all necessary licenses and permits, The University shall cooperate as necessary for Successful Vendor's compliance and procurement efforts.

GOVERNING LAW – Contracts resulting from this solicitation shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Whatcom County. This is non-negotiable. Any proposals submitted with verbiage contrary or not affirming this requirement shall not be considered.

Contractor Travel – while traveling in direct support of the contract and its requirements, including onsite implementation and training services, Contractors shall be paid per the State of Washington approved “per-diem” rates for travel. Proposers shall not be reimbursed or paid for travel and other expenses incurred while responding to this RFP.

7.1.2 Americans with Disability Act

The Vendor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

Any software applications to be installed by the University as a result of this RFP must comply and acknowledge the requirements set by the state of Washington for accessibility and provide evidence in meeting those requirements with completing a Voluntary Product Accessibility Template 2.0 (VPAT).

Proposals will represent through acceptable methods that the proposer/contractor is committed to promoting and improving accessibility of all its products and will remain committed throughout the term of any subsequent agreement. Those methods are currently by one of the following options:

- An independent third party evaluation from an accessibility consultancy;
- A Voluntary Product Accessibility Template (VPAT). If a VPAT is used, it must use the VPAT 2.0 template, which is based on WCAG 2.0 Level AA. The VPAT 2.0 template is available from the Information Technology Industry Council at <http://www.itic.org/policy/accessibility>.

If the products and services are not in conformance with all applicable federal and state disability laws, policies, and regulations as of the effective date, proposer shall use reasonable efforts to update the products and services so as to be in conformance therewith. In the event any issues arise regarding proposers compliance with applicable federal or state disability laws, policies and regulations, the University may send communications to proposer/contractor as specified in the “Notices” provision of a subsequent contract and proposer/contractor will assign a person with accessibility expertise to reply to the University.

7.1.3 Insurance Coverage

General Insurance Requirements

Successful Vendor shall provide evidence of insurance coverage as set out in this section. The intent of the required insurance is to protect the University should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Successful Vendor or subcontractor of the Successful Vendor, or agents of either, while performing under the terms of this contract.

Before the term of the Contract and subsequent annual amendments, Successful Vendor shall furnish the University with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract. Certificates of insurance shall be sent to Western Washington University, Contract Administration, MS-1420, Bellingham, WA 98225-1420.

All insurance referred to herein shall be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VIII or better in the most recently published edition of AM Best's Reports.

The University shall be provided forty-five (45) days advance written notice before cancellation or non-renewal in coverage of any insurance referred to herein.

Western Washington University, its trustees, officers, directors, employees, agents and volunteers shall be named as an additional insured (except for Worker's Compensation and Professional Liability Insurance), and the Successful Vendor waives all rights against Western Washington University for recovery of damages to the extent these damages are covered by insurance policies maintained pursuant to this Contract.

All insurance provided in compliance with this Contract shall be primary and shall not contribute to any other insurance or self-insurance programs afforded to or maintained by the University.

Successful Vendor shall include their subcontractors as insureds under all required insurance policies or shall obtain separate certificates of insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein.

Successful Vendors or their subcontractor(s) failure to comply with Contract insurance requirements does not limit the Successful Vendor's liability or responsibility to the University.

Commercial General Liability (CGL) Insurance

The Successful Vendor shall maintain commercial general liability (CGL) insurance, and, if necessary, commercial umbrella or excess insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the General and Products-Completed Operations aggregate limit shall be at least \$2,000,000.

CGL insurance shall be written on 1998 ISO Occurrence Form (or its equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, fire, legal, medical expense, and liability assumed under an insured contract (including defense costs assumed under contract), and contain Separation of Insureds Clause (Cross Liability).

This Contract shall be specifically scheduled as an "Insured Contract" under the policy, or insured as such under the blanket contractual liability provisions of the policy.

The Successful Vendor shall maintain employer's liability insurance (or stopgap) and, if necessary, commercial umbrella or excess 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.

Business Auto Policy (BAP)

Successful Vendor shall maintain a business auto policy (BAP) with liability insurance and, if necessary, commercial umbrella or excess liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." BAP insurance coverage shall be written on ISO form CA 00 01 (or its equivalent coverage).

Professional Liability (E&O) Insurance

The Successful Vendor shall maintain professional liability (E&O) insurance and such coverage shall cover injury or loss resulting from the Successful Vendor's rendering or failing to render the professional services to the University as required under this Contract. The insurance shall have minimum limits no less than \$1,000,000 per claim. If defense costs are paid within the limit of liability, the Successful Vendor shall maintain limits of \$2,000,000 per claim. If the policy contains a general aggregate or policy limit, it shall be equal to the per claim limit.

Worker's Compensation

The Successful Vendor shall comply with all State of Washington workers compensation statutes and regulations. Workers compensation coverage shall be provided for all employees of the Successful Vendor. If the Successful Vendor fails to comply with all State of Washington worker's compensation statutes and regulations, the Successful Vendor shall indemnify the University for all fines, payment of benefits to employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees.

Liability Claims and Lawsuits

Liability claims and lawsuits against the University, but covered under Successful Vendor's insurance, resulting from bodily injury, personal injury, sickness, disease or death shall be adjusted in consultation with University's

Assistant Attorney General and Risk Manager.

Deductibles or Self-Insured Retention

Any deductible or self-insured retention applicable to any insurance shall be identified in the certificates of insurance and the responsibility for paying the part of any loss not covered because of application of deductible(s) or self-insured retention shall be the responsibility of Successful Vendor.

Requested exceptions to Insurance Requirements must be handled as provided in Item 7, Certifications and Assurances, Appendix B.

7.1.4 Indemnification and Hold Harmless

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from the Contractor performance or non-performance of the Contract. "Claim" as used in this Contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless Western Washington University for any claim arising out of or incident to the Contractor or its subcontractor's performance or non-performance of the Contract, but only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent required to indemnify, defend, and hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns.

The terms of this provision shall survive the termination of the Contract.

7.1.5 Protection of Purchaser's Confidential Information

Safeguarding of Information – This section prohibits Vendor's use or disclosure of any information concerning University for any purpose not directly connected with performance of the Contract.

Vendor shall maintain documentation on the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Vendor's records shall be subject to inspection, review or audit in accordance with Section 7.2.2.

7.1.6 Using University's Name, Logo or other Identifying Marks

The Contractor recognizes and acknowledges that all rights and goodwill in the University's name, logo and other identifying marks are the exclusive property of the University. The Contractor may include the University's name, logo or other identifying marks on its website or other media with prior written permission from the Office of University Communications at (360) 650-3350. Such use must comply with the University's Identity Information, including its logo usage, outlined on the Brand Central webpage of the Office of University Communications website (<http://news.wvu.edu>). The University reserves the right to terminate the Contractor's license or permission for such use at any time and without cause being stated.

The University may announce its affiliation with the Contractor on its website or other media in a manner deemed mutually acceptable to both Parties.

Violation of this section by Vendor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

7.1.7 Assignment

The Agreement may not be assigned by either party without the prior written consent of the other.

7.1.8 Catastrophe

With the exception of payment obligations for prior performance under this Agreement, neither Successful Vendor nor University shall be liable for the failure to perform its respective obligations hereunder when such

failure is caused by fire, explosion, water, act of God, pandemics, civil disorder or disturbances, strikes, vandalism, war, riot, sabotage, weather and energy-related closings, governmental rules or regulations, or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such causes.

7.1.9 Termination for Cause

In the event either party breaches a material provision hereof (“Cause”), the non-breaching party shall give the other party notice of such Cause. In the event the Cause is remedied within sixty (60) days in the case of failure to make payment when due or sixty (60) days in the case of any other Cause, the notice shall be null and void. However, if such notice of termination is given to Successful Vendor by the University, Successful Vendor shall continue its operations under this Agreement until its services have been replaced by the University or another Contractor has assumed responsibilities for the services. The rights of termination referred to in the Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

7.1.10 Termination for Convenience

Except as otherwise provided in this Contract, the University may, by thirty (30) days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part when it is in the best interest of the state. If this Contract is so terminated, the Agency shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

7.1.11 Termination for Lack of Funding

In the event that funding necessary to the University’s performance under this Agreement is withdrawn, reduced or limited in any way after the effective date of this Amendment and prior to its normal completion, due to the University’s budgetary constraints or the elimination of one or more of the University’s programs, the University may summarily terminate this Agreement as to the funds withdrawn, reduced or limited or the elimination of a program notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited or the elimination of a program is so great that the University deems that the continuation of the performance of obligations covered by this Amendment is no longer in the best interest of the University, the University may summarily terminate this Agreement in whole notwithstanding any other termination provision of the Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

7.1.12 Severability

If any term or provision of the Agreement or the application thereof to any person or circumstance shall to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to such persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

7.1.13 Amendments to Agreement

Each article and any Appendices hereto shall remain in effect through-out the term of the Agreement unless the parties agree, in a written document signed by both parties, to amend, add or delete an article or Exhibit. The Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in writing signed by the parties hereto.

7.1.14 Construction and Effect

A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute waiver of any subsequent failure. The article and section headings are used solely for convenience and shall not be deemed to limit the subject of the articles and sections or be considered in their interpretation. Any Exhibits referred to herein are made a part of the Agreement by their reference. The Agreement may be executed in several counterparts, each of which shall be deemed an original.

7.1.15 Equal Opportunity / Non-Discrimination

Discrimination on the basis of race, color, religion, national origin, sex, age, status as a Vietnam Era veteran or disabled veteran, and disability is prohibited by federal statute. In addition to the above prohibitions, except religion, Washington State law prohibits discrimination based on marital status, creed and the use of a trained dog guide or service animal by a disabled person. A Western Washington University policy prohibits discrimination based on sexual orientation. Western is committed to providing equal employment opportunity and prohibiting illegal discrimination in the recruitment and admission of students, the employment of faculty and staff and the operation of Western programs, activities and services.

The Successful Vendor agrees not to discriminate against any client, employee, or applicant for employment or services in administering personnel actions such as employment, upgrading, demotion, transfer, recruitment, layoff, termination, compensation and training opportunities, on the basis of race, color, religion, creed, national origin, sex, age, status as a Vietnam-era veteran or disabled veteran, marital status, disability and the use of a trained dog guide or service animal by a disabled person.

Affirmative Action - Western Washington University develops and implements an effective and defensible affirmative action compliance program for the following affected groups: American Indians and Alaska Natives, Asians and Pacific Islanders, Blacks, Hispanics women, persons 40 and older, individuals with disabilities, special disabled veterans and Vietnam Era veterans.

Any Successful Vendor who also contracts with the federal government will comply with the affirmative action requirement as mandated by the Office of Federal Contract Compliance Programs.

Sexual Harassment - Western Washington University policy prohibits sexual harassment. Sexual harassment is a form of sex discrimination prohibited by federal and state laws. When Western becomes aware of allegations of sexual harassment, it must investigate those allegations, stop the harassment if it is found to exist, and take measures to ensure a working and learning environment that is free of sexual harassment. Acts of sexual harassment by the Successful Vendor's personnel or agents may result in actions by the University to suspend the contract until such time as acts are remedied or to terminate the contract.

Violation - Any Successful Vendor who is in violation of this equal opportunity and nondiscrimination clause shall be barred from receiving awards of any contract or purchase order from Western unless a satisfactory showing is made that discrimination practices have terminated and that a recurrence of such acts is unlikely. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation or suspension, in whole or in part, of this Agreement by Western.

7.1.16 Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) affords students certain privacy rights with respect to their educational records. University and Contractor shall comply with the requirements of FERPA, as applicable, and shall only disclose student educational records to the extent authorized by FERPA.

Each party will notify the other party as soon as practicable a breach resulting in an actual or reasonably suspected theft, loss or unauthorized disclosure of student educational records pursuant to the activities of this Agreement.

7.1.17 Health Insurance Portability and Accountability Act (HIPAA)

A resulting Agreement may involve the sharing of Personal Health Information (PHI). The Health Insurance Portability and Accountability Act (HIPAA) affords individuals certain privacy rights with respect to their PHI. All parties shall comply with the requirements of HIPAA, as applicable, and shall only disclose PHI to the extent authorized by HIPAA. Each party will notify the other party as soon as practicable a breach resulting in an actual or reasonably suspected theft, loss or unauthorized disclosure of PHI pursuant to the activities of this Agreement.

7.2 Financial Terms and Conditions

7.2.1 Invoicing

All invoices and credits shall reference the purchase order number(s) and are assigned to specific funds as stipulated by Western Libraries. Failure to provide invoices will result in non-payment.

Invoices shall be sent directly to Western Libraries per the terms of the Agreement. A separate invoice shall be processed for each order made and any credits associated with a particular order should reference the original invoice number. Successful Firm is encouraged to jointly develop automated or electronic invoice systems as a way to increase efficiencies and reduce costs.

Proposers should indicate incentives for prompt payment using credit card or ACH.

7.2.2 Review of Successful Vendor's Financial Records

A Business Services Manager may periodically review the Successful Proposers' financial records pertaining to the University. This information shall be treated in a highly confidential matter and may not be published, disclosed, or otherwise communicated to individuals other than those identified above without the Successful Proposer's written consent.

7.2.3 Pricing and Price Increases

All prices reflected in the Successful Vendor's proposal will remain the same during the initial year of the Agreement. Price increases for additional years may be negotiated. Any price changes must be mutually agreed upon in writing by both parties. Increases shall not exceed the Western States annual CPI with the maximum yearly increase allowable of 3%.

7.2.4 Fiscal Year

The University's fiscal year is July 1 – June 30. The University's fiscal year shall be used for all client operating statements and related reports.

7.2.5 Other Institutions Eligible to Purchase

This solicitation was issued by Western Washington University pursuant to the Interlocal Cooperative Act, RCW 39.34, and thus the Proposer agrees to make this contract available to members of the Washington Institutions of Public Higher Education purchasing cooperative (WIPHE).

Participants in the Washington Institutions of Public Higher Education (WIPHE) Interlocal agreement may establish an institution specific agreement with the Contractor/Supplier/Vendor at any time during the term of this Contract. The term of the institution specific agreement may have a term, if mutually agreed upon, which extends beyond the term of the Lead Institution's Contract. In that event all terms and conditions of the Lead Institution's Contract will inure to the participating institution's agreement.

7.2.6 In-State Preference/Reciprocity

Pursuant to [RCW 39.26.260](#), [RCW 39.26.270](#), [RCW 39.26.271](#) and [WAC 200-300-075](#), the Department of Enterprise Services has established a schedule of percentage increases to be added to Bids and Proposals from Bidders in states that grant a preference to Contractors located in their state or for goods manufactured in their state. The percentages related to each respective state are provided in the Reciprocity List located at <https://des.wa.gov/services/contracting-purchasing/reciprocal-preference> and apply only to Bids and Proposals received from those states listed.

The appropriate percentage will be added to each Bid or Proposal bearing the address from a state with in-state preferences rather than subtracting a like amount from Washington State Bidders.

This action will be used only for analysis and award purposes. In no instances shall the increase be paid to a Bidder whose Bid or Proposal is accepted and awarded a Contract.

**APPENDIX B
CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by WWU without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that WWU will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of WWU, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
9. I/we grant WWU the right to contact references and others, who may have pertinent information regarding the Proposer's prior experience and ability to perform the services contemplated in this procurement.

Signature of Proposer

PRINTED NAME

Title

Date

**APPENDIX C
SAMPLE SERVICE AGREEMENT**



An Equal Opportunity University

Western Washington University – Services Agreement

Contract ID #:

Contract Type: Service

WWU Responsible Department: Western Libraries

This contract is entered between **WESTERN WASHINGTON UNIVERSITY**, 516 High St., Bellingham, WA 98225, hereinafter referred to as “University”, and **COMPANY NAME, ADDRESS, CITY, STATE, ZIP OR POSTAL CODE** hereinafter referred to as “Contractor”.

Description of Performance/Service:

Identification of Project:

The University is entering into this contract for the following purpose: Library Subscription Agent Services.

Scope of Work:

Contract Term:

The initial term of this agreement shall be from START DATE TO END DATE. If both parties agree, the term of this agreement may be extended for an additional three two-year terms through a written amendment signed by both parties.

If the Agreement was awarded via a competitive bid process (RFP, RFQ, RFQQ), and the Agreement allows for optional renewal terms, the written notice of each extension must be given to the Contractor at least thirty (30) days prior to the expiration date of such term or extension, unless expressly outlined in bidding documentation.

Pricing & Payment:

The University shall pay the Contractor AS OUTLINED IN RFP PROCEDURES AND AS NEGOTIATED IN CONTRACT for the performance of work as set forth in the Scope of Work Section above, not including travel expenses. Payment for satisfactory performance of the work shall not exceed DOLLAR AMOUNT unless the parties mutually agree to a higher amount in writing.

Changes in pricing may be requested at the time of renewal and adjusted upon written mutual consent of both parties. Requests for pricing changes must be submitted sixty (60) days prior to the end of the contract term.

Any travel authorized by this agreement must comply with current State of Washington travel per diem rates which can be found at www.ofm.wa.gov.

Payment shall be contingent upon review and acceptance of the Contractor's deliverables by the University.

Billing Procedures:

The University will pay the Contractor within 30 days of receipt of properly completed invoices or acceptance of deliverables, whichever is later. Invoices shall be submitted to WESTERN LIBRARY at the address below:

Western Washington University
Western Libraries - Director of Collections
516 High Street, MS-9103
Bellingham, WA 98227

Attachments:

The Contract Documents, except for Modifications issued after execution of the Agreement, will consist of the following (in order of precedence):

- A.
- B.

In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the order of precedence shown above.

Independent Contractor:

The University shall view the legal position of the Contractor as an 'Independent Contractor,' and that all persons employed to furnish services hereunder are employees of the Contractor and not of the University.

Further, the University shall not be liable for any of the Contractor's acts or omissions performed under this or other Agreements to which Contractor is a party.

Indemnification and Hold Harmless:

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless Western Washington University, its trustees, officers, directors, employees, agents, volunteers and assigns from and against all claims arising out of or resulting from the Contractor's performance or non-performance of the Contract. "Claim" as used in this Contract means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by the Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless Western Washington University for any claim arising out of or incident to the Contractor's or its subcontractor's performance or non-performance of the Contract, except for claims arising out of the negligence or willful misconduct of Western Washington University.

The terms of this provision shall survive the termination of the Contract.

Termination:

This Agreement may be canceled under the following conditions:

- A. In the event the Contractor does not perform the work in accordance with the terms of this contract, this agreement shall be terminated. Cancellation of this provision may be immediate.

- B. As provided in this contract, either party may terminate this contract with 30 calendar days written notice, beginning on the second day after the mailing. If this contract is so terminated, the University shall be liable only for payment required under the terms of this contract for services rendered prior to the effective date of termination.

Insurance:

Prior to the commencement of work, Contractor shall furnish, along with the signed Contract, a standard certificate(s) of insurance for Commercial General Liability (CGL), Business Auto Liability, and Worker's Compensation to:

Contract Administration Office
Western Washington University
Business Services
516 High St, MS-1420
Bellingham, Washington 98225

All insurance will be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VIII or better in the most recently published edition of AM Best's Reports. The insurers shall provide Western Washington University with 30 calendar days advance written notice before cancellation, non-renewal or material change in coverage of insurance required herein.

Western Washington University, its trustees, officers, directors, employees, agents and volunteers shall be named as an additional insured and the Contractor shall waive all rights against Western Washington University for recovery of damages to the extent these damages are covered by insurance policies maintained by the Contractor pursuant to this agreement. This provision shall not apply to Worker's Compensation.

All insurance provided in compliance with this agreement shall be primary and shall not contribute to any other insurance or self-insurance programs afforded to or maintained by Western Washington University, and shall contain a Separation of Insureds Clause (Cross Liability).

The Contractor shall cause each of its subcontractors, if applicable, to maintain insurance of the type specified herein for the Contractor. When requested by the University, the Contractor shall provide certified copies of the subcontractor's certificates of insurance. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility to the University.

Loss of Funding:

In the event that funding necessary to the University's performance under this Agreement is withdrawn, reduced or limited in any way after the effective date of this Amendment and prior to its normal completion, due to the University's budgetary constraints or the elimination of one or more of the University's programs, the University may summarily terminate this Agreement as to the funds withdrawn, reduced or limited or the elimination of a program notwithstanding any other termination provisions of this Agreement. If the level of funding is withdrawn, reduced or limited or the elimination of a program is so great that the University deems that the continuation of the performance of obligations covered by this Amendment is no longer in the best interest of the University, the University may summarily terminate this Agreement in whole notwithstanding any other termination provision of the Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.

Equal Opportunity/Nondiscrimination:

Discrimination on the basis of race, color, religion, national origin, sex, age, veteran status, and disability is prohibited by federal statute. In addition, Washington State law prohibits discrimination based on marital status, creed, sexual orientation, gender identity and expression, and the use of a trained guide dog or service animal by a disabled person. University policy likewise prohibits discrimination based on these protected characteristics. The University is committed to providing equal employment opportunity and prohibiting illegal discrimination in the recruitment and admission of students, the

employment of faculty and staff and the operation of University programs, activities and services.

The Contractor agrees not to discriminate against any client, employee, or applicant for employment or services in the performance of this contract on the basis of race, color, religion, creed, national origin, sex, gender identity or expression, age, sexual orientation, veteran status, marital status, disability and the use of a trained guide dog or service animal by a disabled person.

Affirmative Action:

The University develops and implements an effective and defensible affirmative action compliance program for the following affected groups: American Indians and Alaska Natives, Asians, Native Hawaiian and Other Pacific Islanders, Blacks and African Americans, Hispanics, women, individuals with disabilities, and protected veterans.

Any contractor who also contracts with the federal government will comply with the affirmative action requirement as mandated by the Office of Federal Contract Compliance Programs.

Sexual Harassment:

University policy prohibits sexual harassment. Sexual harassment is a form of sex discrimination prohibited by federal and state laws. When the University becomes aware of allegations of sexual harassment, it must investigate those allegations, stop the harassment if it is found to exist, and take measures to ensure a working and learning environment that is free of sexual harassment.

Acts of sexual harassment by the Contractor's personnel or agents may result in actions by the University to remove the contractor from the qualified bidders list, suspend the contract until such time as acts are remedied, or to terminate the contract.

Violation:

Any contractor who is in violation of this equal opportunity and nondiscrimination clause shall be barred from receiving awards of any contract or purchase order from the University unless a satisfactory showing is made that discrimination practices have terminated and that a recurrence of such acts is unlikely. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation or suspension, in whole or in part, of this Agreement by the University.

Force Majeure:

The obligations of the parties shall be suspended and excused if the performance of either is prevented or delayed by acts of nature, earthquakes, fire, flood, or the elements, pandemic, epidemic or similar communicable disease outbreak, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war, compliances with any directive, order or regulation of any governmental authority or representative thereof made under claim or color of authority; loss or shortage of any part of the Contractor's own or customary transportation or delivery facilities, or for any reason beyond the control of the Contractor or University whether or not similar to the foregoing.

Publicity & Using the University's Name, Logo, or Other Identifying Marks:

Publicity

Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the University except on the specific, written authorization in advance of University management.

Using the University's Name, Logo or Other Identifying Marks

The Contractor recognizes and acknowledges that all rights and goodwill in the University's name, logo and other identifying marks are the exclusive property of the University. The Contractor may include the University's name, logo or other identifying marks on its website or other media with prior written permission from the Office of University Communications at (360) 650-3350. Such use must comply with the University's Identity Information, including its logo usage, outlined on the Brand Central webpage of the Office of University Communications website (<http://news.wvu.edu>). The University reserves the right to terminate the Contractor's license or permission for such use at any time and without cause being stated.

Affiliation

The University may announce its affiliation with the Contractor on its website or other media in a manner deemed mutually acceptable to both Parties.

Confidential Information:

The Contractor acknowledges that all information obtained during the term of this Agreement remains confidential in nature and shall not be disclosed or transferred without the prior written approval of the University.

HIPAA:

Both parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA) and/or state health care information privacy laws, as may be applicable to the nature of the PHI being handled.

Each party will notify the other party as soon as practicable a breach resulting in an actual or reasonably suspected theft, loss or unauthorized disclosure of PHI pursuant to the activities of this Agreement.

FERPA:

The Family Educational Rights and Privacy Act (FERPA) affords students certain privacy rights with respect to their educational records. University and Contractor shall comply with the requirements of FERPA, as applicable, and shall only disclose student educational records to the extent authorized by FERPA.

Each party will notify the other party as soon as practicable a breach resulting in an actual or reasonably suspected theft, loss or unauthorized disclosure of student educational records pursuant to the activities of this Agreement.

Prohibition Against Assignment:

Neither this Agreement nor any interest therein may be assigned by either party without first obtaining the written consent of the other party.

Minority and Women's Business Enterprises:

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW, the State of Washington encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis or as a subcontractor to the contractor.

However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference shall be included in evaluation of bids/proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

Waiver and Severability:

No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

Governing Law:

This contract shall be governed in all respects by the law and statutes of the State of Washington. The venue for any action hereunder shall be in the Superior Court for Whatcom County, Washington.

Whole Agreement:

This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by an authorized agent of both parties.

The Contractor and the University hereby agree to all provisions of this Agreement:

FOR THE CONTRACTOR:
COMPANY NAME

FOR THE UNIVERSITY:
WESTERN WASHINGTON UNIVERSITY

DATE

DATE

APPENDIX D

Washington Institutions of Public Higher Education Cooperative Purchasing (WIPHE) (if participating, Proposer must include this signed Appendix in their proposal)

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:** Western 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 Western Washington University as the Lead Institution.

All information relating to this solicitation will be retained by Western Washington University as the official public record.

WIPHE 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, TacomaOlympic College, Bremerton
Bellevue Community College, BellevuePierce College, Lakewood
Bellingham Technical College, BellinghamPeninsula College, Port Angeles
Big Bend Community College, Moses LakeRenton Technical College, Renton
Cascadia Community College, BothellSeattle Community Colleges, Seattle
Centralia College, CentraliaShoreline Community College, Seattle
Clark College, VancouverSkagit Valley College, Mt. Vernon
Clover Park Technical College, LakewoodSouth Puget Sound Community Col., Olympia
Columbia Basin College, Pasco Community Colleges of Spokane, Spokane
Edmonds Community College, EdmondsTacoma Community College, Tacoma
Everett Community College, EverettWalla Walla Community College, Walla Walla
Grays Harbor College, AberdeenWenatchee Valley College, Wenatchee
Green River Community College, AuburnWhatcom Community College, Bellingham
Highline Community College, Des MoinesYakima Valley Community College, Yakima
Lake Washington Technical Col., KirklandState Board for Community & Technical Colleges,
Lower Columbia College, LongviewOlympia

The bidder signifies by signature below their willingness to offer the pricing, terms and conditions of this bid and any resulting contract to the WIPHE members as indicated.

Committed Participants Only YES _____ NO _____

Committed and Potential Participants YES _____ NO _____

VENDOR ALSO AGREES to sell to other public agencies, pursuant to the Interlocal Cooperative Act, RCW 39.34 at same prices & discounts, with the following exceptions, if any (attach additional pages as necessary).

YES _____ NO _____

List any Exceptions:

Signed: _____ Date: _____

Printed Name: _____

Title: _____