



Request for Proposals (RFP)

**Prevention and Wellness
Education and Training (eLearning)**

Western Washington University
Bellingham, WA

Reference Proposal: RFP JR-21-10157

Solicitation Posted:	April 27, 2021 (5:00 p.m. P.S.T.)
Questions Submitted:	May 7, 2021 (5:00 p.m. P.S.T.)
Proposal Due Date:	May 24, 2021 (3:00 p.m. P.S.T.)

Return Proposals Via Email To:
Attn: Janette Rosebrook, Contracts Specialist 2
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) May 24, 2021 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.

TABLE OF CONTENTS

SECTION #1: PROPOSER'S SUBMITTAL PAGE	4
SECTION #2: INTRODUCTION AND BACKGROUND	5
2.1 Purpose of Proposal	5
2.2 University Background	5
2.3 Qualifications.....	5-6
2.4 Period of Performance	6
2.5 Definitions	6-7
SECTION #3: GENERAL INSTRUCTIONS TO ALL PROPOSERS	7
3.1 RFP Coordinator.....	7
3.2 Schedule of Procurement Activities.....	7
3.3 Amendments to Specifications	8
3.4 Preparation of Responses.....	8
3.5 Multiple Responses.....	8
3.6 Proprietary Information	8
3.7 Questions and Communications via Designated Contact	8
3.8 Submitting Responses.....	8-9
3.9 Late Responses	9
3.10 Deadline for Submitting Questions.....	9
3.11 Public Opening	9
3.12 Most Favorable Terms and Clarification of Responses	9
3.13 Contract and General Terms and Conditions.....	9
3.14 Reserved Rights	9
3.15 Minority and Women's Business Enterprises	9
3.16 Other Institutions and Agencies Eligible for Purchase (WIPHE).....	10
SECTION #4: BACKGROUND AND SCOPE OF WORK	10
4.1 General Overview.....	10
4.2 Scope of Work.....	10
SECTION #5: REQUIRED RESPONSES OF ALL PROPOSERS	10-11
5.1 Proposal Submittal Letter... ..	11-12
5.2 Executive Summary.....	12
5.3 Services, Technical Features and Functionality (Minimum Requirements)	13-19
5.4 Supplemental Features and Services.....	19-22
5.5 Cost/Proposal.....	22
5.6 Washington State Office of Minority and Women-Owned Business Certification (Optional).....	22
5.7 Other Institutions and Agencies Eligible for Purchase (WIPHE)	22-23
5.8 VPAT and Accessibility Documentation.....	23-24
SECTION #6: EVALUATION AND CONTRACT AWARD	24
6.1 Evaluation.....	24-25
6.2 Evaluation Criteria.....	24-25
6.3 Evaluation of Technical and Functional Responses.....	25
6.4 Presentation.....	25
6.5 Debriefing of Unsuccessful Respondents	25
6.6 Protest Procedure.....	25-26
APPENDICES	
Appendix A - Functional and Technical Criteria.....	27-35
Appendix B - General Terms and Conditions.....	36-42
Appendix C - Sample of Service Agreement.....	43-49
Appendix D - Data Security and Privacy Addendum.....	50-60
Appendix E - Certifications and Assurances	61
Appendix F - Washington Institutions of Public Higher Education Cooperative Agreement (WIPHE) .	62-63

**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 soliciting proposals for Prevention and Wellness Education and Training (eLearning) for University students, faculty, and staff in the form of customizable web-based compliance training content/modules, assessments, and related resources and tools.

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. Western Washington University is a campus with an approximate FTE student population of 16,000 for academic year 2020-2021.

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.

Western Washington University's Office of Civil Rights and Title IX Compliance (CRTC), Prevention and Wellness Services (PWS), and Human Resources (HR) are initiating this RFP in order to fulfill essential prevention and wellness education and training for University students, faculty, and staff.

The Office of Civil Rights and Title IX Compliance is responsible for overseeing compliance with civil rights and affirmative action laws, regulations and policies as it relates to race, color, creed, religion, national origin, sex, gender identity or expression, sexual orientation, disability, age, or status as a disabled or other protected veteran. The office is the institutional point of contact for federal and state agencies for equal opportunity and affirmative action compliance inquires and compliance confirmation and is responsible for responding to external agency complaints and investigations.

Prevention and Wellness Services mission is to help Western Washington University students recognize how their health impacts their personal and academic success, become actively involved in their wellness, and contribute to a safe and health campus community for all. Prevention and Wellness Services provides training to Western Washington University Students in the areas of Alcohol/Drug Support Services, Survivor Advocacy, Sexual Health, Violence Prevention (including Sexual Violence Prevention and Education, Title IX Training for Athletes), Diversity, Equity and Inclusion Training, Bystander Intervention), and Emotional Wellness (including Suicide Prevention).

Human Resources serves the Western community by attracting and retaining a diverse and qualified workforce who care and are passionate about inspiring excellence. **Organizational and Talent Development** (part of Human Resources) believes that great work and a great work environment go together. A workplace with a culture of trust and mutual learning hits the sweet spot we seek here at Western. We see Organizational Development and Professional Development as mutually reinforcing disciplines that support this overarching talent management goal. This team assists with Conflict Management Support, Cooperative Problem Solving, Employee Learning Technologies and E-Learning, and Professional Development Training.

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 two years, with options to renew for annually for (6) additional one-year terms.

2.5 DEFINITIONS

Definitions for the purposes of this RFP include:

ADA – Americans with Disabilities Act is a civil rights law that prohibits discrimination against individuals with disabilities in all area of public life, including jobs, schools, transportation and all public and private places open to the general public.

ADEI – Accessibility, Diversity Equity and Inclusion – the University also includes Accessibility in the familiar acronym of “DEI” (Diversity, Equity and Inclusion).

Clery Act – The Clery Act is a consumer protection law that aims to provide transparency around campus crime policy and statistics.

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.

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

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.

Shareable Content Object Reference Model (SCORM) – Set of technical standards for eLearning Software Products that govern how LMS communicate with each other.

Section 503 – of the Rehabilitation Act of 1973 is a law that prohibits federal contractors and subcontractors from discriminating in employment against individuals with disabilities and requires employers take affirmative action to recruit, hire, promote, and retain these individuals.

Title VI – Title VI of the Civil Rights Act of 1964 states that no person in the United State shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be

subjected to discrimination under any program or activity receiving federal financial assistance.

Title VII – Title VII of the Civil Rights Act of 1964 prohibits employment discrimination based on race, color, religion, sex and national origin.

Title IX – No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance.

VAWA – Violence Against Women Act. (Also a Reauthorization Act of 2021)

VEVRAA – The Vietnam Era Veterans’ Readjustment Assistance Act. A law that prohibits federal contractors and subcontracts from discriminating in employment against protected veterans and requires employers to take affirmative action to recruit, hire, promote, and retain these individuals.

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	April 27, 2021
Last Date to Submit Questions regarding RFP	May 7, 2021
Answers to Questions Posted as Addenda on WEBS	May 12, 2021
Proposals Due by 3:00 p.m. Pacific Standard Time (P.S.T.)	May 24, 2021
University Evaluates Proposals	May 24, 2021 – June 7, 2021
Conduct Oral Interviews/Presentations with Short List of Vendors, if Required; Final Evaluation and Selection of Vendor	June 7, 2021 – June 15, 2021
Contract Review and Execution	June 15, 2021 – June 30, 2021
Award Announcement	June 30, 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. Pacific Standard Time (P.S.T.), on May 24, 2021. Please include reference to RFP Title and RFP Number on subject line: **Prevention and Wellness Education and Training (eLearning), RFP JR-21-10157**. 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 F 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 GENERAL OVERVIEW / SCOPE OF WORK

4.1 GENERAL OVERVIEW

Western Washington University is soliciting proposals for Prevention and Wellness Education and Training (eLearning) for University students, faculty, and staff in the form of customizable web-based compliance training content/modules, and related resources and tools. The University seeks a vendor with experience and expertise in providing customizable compliance training content to higher education institutions, and the ability to provide assessment/survey, reporting tools and related resources and tools that can be customized to meet the requirements of applicable federal and state laws and University policies and practices. The University shall only consider proposals from financially responsible and qualified companies presently engaged in the business or providing Prevention and Wellness Education and Training. Each Proposer shall furnish the required documents in the required format as outlined in this RFP to be considered responsive.

4.2 SCOPE OF WORK

The company is expected to perform the following functions:

- Provide a suite of online education and prevention trainings for its students, faculty, and staff.
- Provide compliance training content to meet federal, state and University mandates for higher education training.
- Provide assessment/survey and reporting tools that can be customized to meet the needs of the University, with flexibility to customize and/or update these tools as legal and policy mandates and requirements change.
- Provide a platform and software that meets federal and state disability standards and will effectively integrate the training content and tools with University's Learning Management System(s).
- Provide consultation and technical support for setup and implementation required for system operation, any needed data conversion, and training in the use of the system.
- Provide ongoing consultation and technical support over the contracted term of the services.

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, Proposer's Submittal Page, Certifications and Assurances attached as Appendix E to this RFP.
- 5.2. Executive Summary
- 5.3. Education and Training Services, Technical Features and Functionality (Minimum Requirements)
- 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 company and its experience in providing prevention and wellness training resources and services. This response should demonstrate the ability of the company 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 Western Washington University, 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 provided prevention and wellness training resources and services, 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. Specific details of various services will be covered in responses listed in Section 5.3.

5.3 EDUCATION AND TRAINING, SERVICES, TECHNICAL FEATURES, AND FUNCTIONALITY (MINIMUM REQUIREMENTS)

A. SEXUAL HARRASSMENT, MISCONDUCT AND VIOLENCE PREVENTION TRAINING SERVICES

Western Washington University does not discriminate on the basis of sex in the education programs and activities that it operates. As a recipient of federal funds, the University is required by Title IX of the Education Amendments Act of 1972 to not discriminate in such a manner. Sex and gender discrimination can also include unwelcome conduct that is sexual in nature, otherwise known as sexual harassment. Sexual assault, dating violence, domestic violence and stalking are extreme forms of sexual harassment that are prohibited under Title IX. (see University POL-U1600.02 Ensuring Equal Opportunity and Prohibiting Discrimination and Retaliation, and POL-U1600.04 Preventing Sexual Harassment and Responding to Sexual Misconduct)

The following questions are REQUIRED and are to be answered with either yes or no; Please provide additional explanations to help us understand the scope of your services. Provide Yes/No answers in a table format. Do you: The following questions are to be answered in narrative form. Please use as much space as you need to adequately describe your services:

QUESTION	YES / NO	PLEASE DESCRIBE:
A1: Do you provide sexual assault prevention training for higher education undergraduate students? How many years of training content are offered?		
A2: Do you provide sexual assault prevention training for graduate students?		
A3: Do you provide sexual assault prevention training for student athletes in line with NCAA requirements?		
A4: Do you provide sexual assault prevention training for athletic staff?		
A5: Do you provide primary and ongoing prevention training programs for higher education faculty and staff to prevent dating violence, domestic violence, sexual assault, and stalking?		
A6: Do you provide harassment prevention training for faculty and staff in order to meet employee obligations under Title VI Title VII, VEVRAA ADA and Section 503?		
A7: Do you provide bystander intervention training, in your prevention trainings and/or as a separate training?		
A8: Has the content of your trainings been developed to be consistent with related federal, state requirements		

including: Violence Against Women Act (VAWA), Title IX of the Education Amendments of 1972 and, Clery Act (U.S.C. § 1092)?		
A9: From where/by whom does the content for training modules/tools/resources originate? Please provide sufficient detail to determine the credibility and/or qualifications specific to the content originator(s), include acquired experience and expertise in field of sexual harassment, misconduct, and violence prevention training. Can you provide proof of credentials for the content developers and reviewers?		
A10: Explain the philosophy of your sexual assault prevention training design. How do you design to engage users regardless of learning level and style? How is retention of information considered in the design?		
A11: Please provide an online method to access your current online training offerings outlined in this section 5.3 A for review and evaluation by the University. (i.e a link to the full video resources)		

B. ACCESSIBILITY, DIVERSITY, EQUITY AND INCLUSION (“ADEI”) or (“DEI”) TRAINING

One goal of the University’s Strategic Plan is to pursue justice and equity in its policies, practices, and impacts. Western sees equity, justice, inclusion, and diversity as fundamental principles calling for authentic engagement. Western acknowledges that as an institution, it has failed to meet the needs of people of many races, ethnicities, creeds, socioeconomic classes, gender identities, sexual orientations, and disability statuses. WWU will contribute to redressing these inequities by transforming policies, structures, and practices to ensure meaningful inclusion.

In addition to the University’s current work toward ADEI, the State of Washington is in the process of passing legislation that will require future training and education for students, faculty and staff to include specific assessments and reports to be submitted back to the state of Washington.

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

QUESTION	YES / NO	PLEASE DESCRIBE:
B1: Do you provide diversity, equity and inclusion education for higher education students?		

B2: Do you provide diversity, equity and inclusion education for higher education employees?		
B3: From where/by whom does the content for training modules/tools/resources originate? Please provide sufficient detail to determine the credibility and/or qualifications specific to the content originator(s), include acquired experience and expertise in field of Diversity Equity and Inclusion.		
B4: Explain the philosophy of your diversity, equity, and inclusion training design. How do you design to engage regardless of learning level or style? How is retention of information considered in the design?		
B5: Please provide an online method to access your current online training offerings outlined in this section 5.3 B for review and evaluation by the University. (i.e a link to the full video resources)		

C. DRUG AND ALCOHOL EDUCATION AND PREVENTION TRAINING SERVICES

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

QUESTION	YES / NO	PLEASE DESCRIBE:
C1: Do you provide drug/alcohol sanction education?		
C2: From where/by whom does the content for training modules/tools/resources originate? Please provide sufficient detail to determine the credibility and/or qualifications specific to the content originator(s), include acquired experience and expertise in field of Drug/Alcohol Education.		
C3: Explain the philosophy of your drug and alcohol education and prevention training design. How do you design to engage regardless of learning level of style How is retention of the information considered in the design?		
C4: Please provide an online method to access your current online training		

offerings as outlined in this section 5.3 C for review by the University. (i.e. a link to the full video resource(s).		
---	--	--

D. COURSE CONTENT, CONFIGURATION, CUSTOMIZATION/MODIFICATION CAPABILITIES, ACCESSIBILITY.

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

QUESTION	YES / NO	PLEASE DESCRIBE:
D1: Can training modules, tools and/or resources be accessed as well as customized without vendor or University IT service involvement?		
D2: Please provide a detailed description of ways in which the training modules, tools and/or resources are customizable.		
D3: Does your platform have the capability to insert school policies and allow the end user to acknowledge receipt of policy and attestation or signature of receipt?		
D4: Does your platform have the capability to insert additional course content such as custom questions, videos, pages, and/or links to resources.		
D5: Does your platform have a dashboard feature for administrators? Please describe.		
D6: Does your platform have the capability to create custom course invitations and reminder emails to the end user?		
D7: Does your platform have the capability to send automated reminder emails to the end user?		
D8: Does your platform have the capability to add custom assessments/surveys and evaluations for the end user to complete? Is there flexibility in format of these tools? (i.e. True/False, Multiple Choice, etc.)		
D9: Does your platform have the capability to provide pre-course and post-course surveys for all sexual assault prevention and diversity equity and inclusion trainings?		
D10: Are you able to provide reports on an annual basis on each course's evaluation data for each academic year?		
D11: Do you consider learning preferences in your training? How do you engage users across learning preferences?		
D12: Do your training courses meet minimum Digital Accessibility		

Requirements? Please see Section 5.8 for required Web Content Accessibility Guidelines (WCAG) and Voluntary Product Accessibility Template (VPAT) Documentation and Accessibility Statement. Can you provide evidence of meeting these standards?		
D13: Does your electronic content confirm to the revised 508 standards, which includes E205.4 Accessibility Standard. Electronic content shall conform to Level A and Level AA Success Criteria and Conformance Requirements in WCAG 2.1? Please provide 3 examples that demonstrate your compliance efforts.		
D14: Please describe your testing process for accessibility including automated testing tools, assistive technology/browser combinations or device accessibility settings.		
D15: Do you have a point of contact for users that encounter accessibility issues or barriers?		

E. TECHNICAL FEATURES AND FUNCTIONALITY – ALSO PLEASE COMPLETE APPENDIX A

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:

The following questions are to be answered in narrative form. Please use as much space as you need to adequately describe your services. **In addition to the general questions in Section E, Please Complete the Functional and Technical Criteria Attached as Appendix A.**

QUESTION	YES / NO	PLEASE DESCRIBE:
E1: Please describe the types of technology and learning management systems that you have successfully completed integrations in order to implement online trainings within higher education settings.		
E2: Have you integrated online training with the Canvas LMS? Please describe.		
E3: Have you integrated online training with the PageUp LMS? Please describe.		
E4: Have you integrated processes through Ellucian Banner? Example of these processes could include, but not limited to, updating student records to record the completion of training? Please describe.		
E5: In addition to online video		

content or eLearning modules, please describe all available formats your company is able to provide to deliver training.		
E6: Please describe the level of user interactivity (low/medium/high) in online trainings.		
E7: From your experience implementing training with higher education institutions, what is the average timeline required to implement online training? Please provide a typical implementation/project plan.		
E8: For the trainings and features outlined under this minimum required qualification section, please provide an estimate of the time necessary to implement the mandatory trainings outlined. Please provide a proposed implementation/project plan.		
E9: Summarize your technology plans for the next three years as they pertain to the development or improvement of your customer-facing systems and services. This question is asked as “current product roadmap” under Functional and Technical Criteria Appendix Section 1.		
E10: Do you have a privacy policy statement that applies to online services? Please provided a copy.		
E11: After review of Vendor’s Proposal and Appendix A - Functional and Technical Criteria, the University may require the company sign a Data Security and Privacy Agreement (DSPA) attached as Appendix D. Please review the DSPA and attach a redline with comments to your response to the RFP.		
E12: Please elaborate on anything else related to technology that will assist the University in understanding and assessing your capabilities and services.		
E#13 – E#129: Please answer questions contained in the Functional and Technical Criteria attached as Appendix A.		

F. CUSTOMER SERVICE

QUESTION	YES / NO	PLEASE DESCRIBE:
F1: Please describe how your company supports administrators and users in the use of the courses and your platform during initial training and after the system has been implemented and is in use.		
F2: Do you provide a dedicated customer service team for learners and administrators? Please describe your account service personnel structure for sales and support before and afternoon implementation.		
F3: Describe your training procedures for available services before and after implementation.		
F4: Do you provide regular updates on any large-scale course problems, outages or blocks? In the event of service interruptions, do you provide notifications of the issue and regular updates to clients until the issue is resolved?		
F5: Please elaborate on anything else Related to customer service and support that will assist the University in understanding and assessing your capabilities and services.		

5.4 EDUCATION AND TRAINING, SERVICES, TECHNICAL FEATURES, AND FUNCTIONALITY - SUPPLEMENTAL SERVICES (PREFERRED QUALIFICATIONS)

There are a number of compliance trainings, features and services beyond the minimum qualification requirements under Section 5.3 that may be of interest to the University. Please describe each of the training, 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 subsequent year of a contract term.

A. ADDITIONAL SERVICES AND TRAINING

QUESTION	YES / NO	PLEASE DESCRIBE:
A1: In addition to the trainings outlined in Section 5.3, please provide a detailed description of general compliance and ethics training you provide.		
A2: Do you provide “off-the-		

shelf courses? Please describe.		
A3: Do you provide additional eLearning modules/tools/resources training through partnerships with other companies that would be accessible to the University? If so, please describe.		
A4: Do you provide sexual assault prevention training focused on concerns of specific student populations (international students, non-traditional students, etc.?)		
A5: Do you provide mental health/well-being education and/or training for higher education students?		
A6: Do you provide COVID-19 safety training for higher education students?		
A7: Do you provide drug/alcohol general education for higher education students?		
A8: Washington State is likely to require that higher education students and employees meet requirements of pending Washington state legislation. Can you provide customized training to meet additional new legislative requirements?		
A9: Do you provide affirmative action/equal employment opportunity/inclusivity training for higher education managers and supervisors on hiring committees?		
A10: Do you provide training on managing a Diverse Workforce or other similar diversity equity and inclusion training for higher education employees?		
A11: Do you provide training related to creating inclusive work environments for individuals with disabilities, LGBTQ, veterans, and other underrepresented groups?		
A12: Do you provide training related to religious freedom, academic freedom, free speech		

protection and how they interface with antidiscrimination laws and regulations?		
A13: Do you provide training on related to unconscious bias, emotional intelligence?		
A14: Do you provide training on digital accessibility training for employees?		
A15: What other types of compliance and ethics training do you provide? Please describe.		
A16: Do you provide any condensed refresher courses for any of the available trainings?		
A17: Please state where/by whom does the content for additional trainings listed provided by you, or through you by a partner company, originate. Please provide sufficient detail to determine the credibility and/or qualifications specific to the content originator(s), include acquired experience and expertise in field of training. Can you provide proof of credentials for the content reviewers/developers?		
A18: Please provide an online method to access the current online training offering(s) as outlined in this section 5.4 A for review and evaluation by the University. (i.e. a link to the full video resource(s))		

B. COURSE CONTENT, CONFIGURATION AND MODIFICATION CAPABILITIES.

QUESTION	YES / NO	PLEASE DESCRIBE:
B1: Are you able to brand courses to the University's brand standards (i.e. trademark, color themes, as outlined in the WWU Design System? designsystem@wwu.edu		
B2: Do you provide trainings in languages other than English? Please provide a list of trainings that are available in		

multiple languages and the languages offered.		
B3: Do you provide scheduled automated reminder emails to end users that need to complete training?		
B4: Do you provide ability to download raw data from course assessments?		
B5: Is your platform compatible with mobile devices? If so, please describe.		

C. CUSTOMER SERVICE

QUESTION	YES / NO	PLEASE DESCRIBE:
C1: What is your average customer support ticket response time?		
C2: Do you provide regular updates on any large-scale course problems, outages or blocks?		

5.5 COST PROPOSAL

Proposal must include a complete cost breakdown including all service fees, 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 those outlined below:

A. Cost proposal for services described in Section 5.3. (Minimum Requirements)

Description	FEE OR DISCOUNT	EXPLAIN IN DETAIL:
A1: If cost is determined by a per user/per year licensing model, please define “user”.		
A2: If cost is determined by a tiered pricing model or if there are other variables which impact cost (multi-year contract, content packages, etc. please provide specific pricing details.		
A3: Do you offer different pricing model options than described above? If so, please describe.		
A4: Hourly Rates for implementation and technical Services not included in license or fees for Training modules above		
A5: All costs for module/tool/resource customization		
A6: All costs for pre and/or post training assessment customization		
A7: Are there any additional hourly rates for customer service and technical support, that are not included in a license or pricing model above?		

A8: Maintenance Fees		
A9: Administrative or Miscellaneous Fees		
A10: Do you charge for travel expenses, and if so, are you willing to follow Washington state per diem guidelines and rates? https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf		
Please expand as needed to include all potential expenses and fees.		

B. Cost proposal for supplemental services described in Section 5.4:

	FEE OR DISCOUNT	EXPLAIN IN DETAIL:
B1: Service Fees for Each Type of Training (not included in minimum requirements Section 5.3)		
B2: Please describe potential costs for development of new, custom training module/tool/resources requested by the University?		
B3: Please describe any additional costs for optional add-on training components		
B4: Hourly rates for implementation and technical services		
B5: Fees for Customizations		
B6: Maintenance Fees		
B7: Administrative or Miscellaneous Fees		
B8: Do you charge for travel expenses, and if so, are you willing to follow Washington state per diem guidelines and rates? https://www.ofm.wa.gov/sites/default/files/public/resources/travel/colormap.pdf		
Please expand as needed to include all potential expenses and 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 F

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>. Please note that the Washington State Office of the

Chief Information Officer (OCIO) has set forth Policy 188 which requires WCAG 2.1 Level AA as a Minimum Accessibility Standard.

- 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.

A. SERVICES, TECHNICAL FEATURES, AND FUNCTIONALITY (MINIMUM REQUIREMENTS)

EVALUATION CRITERIA	CONSIDERATIONS	Percentage
Management Proposal	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. Demonstrated understanding of the prevention training and education training requirements in higher education.	30
Training Content and Services; Customer Service	The quality of the prevention education training content resources, including the ability to meet requirements of higher education training mandates required by federal and state law, and University policies. The level and types of customization the vendor is able to provide to meet University policies and requirements.	30

Schedule	Ability to meet scheduled timeline for implementation of trainings outlined in minimum requirements section by target date of September 20, 2021.	15
Functional and Technical Criteria	Proposed functionality and meeting minimum requirements of this RFP	15
Cost Proposal	Best value	10

B. SUPPLEMENTAL FEATURES AND SERVICES (PREFERRED QUALIFICATIONS)

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	Percentage
Training Content and Services; Customer Service	The quality of the prevention education training content resources, including the ability to meet requirements of higher education training mandates, and the level and types of customization the vendor is able to provide.	50
Functional and Technical Criteria	Proposed functionality and meeting preferred qualifications of this RFP	40
Cost Proposal	Best value	10

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
FUNCTIONAL AND TECHNICAL CRITERIA**

Note - this form is a requirement and must be completed and enclosed within the proposal

Standardized Evaluation Rubric and Scoring Tool	
Proposer Response Code	Definition
5	This requirement is satisfied without code customization and at no additional cost ("out-of-box" functionality). May require configuration.
4	This requirement will be satisfied in the next 12 months in a planned release, without customization and at no additional cost.
3	This requirement will be satisfied at no additional cost by making custom modifications to the system.
2	This requirement will be satisfied at an additional cost by making custom modifications to the system.
1	This requirement will not be satisfied by the proposed solution.

1.0 General Application and Support Information		Required or Preferred	Proposer Response Code	Proposer Response(s)
E13:	Describe the licensing model included in the proposed solution.	N/A	N/A	
E14:	Provide a product roadmap or other timeline that details future product enhancements.	Preferred	N/A	
E15:	Customer support available by telephone or online at no additional cost.	Required		
E16:	Western's typical hours of operation are 8 am – 5 pm, Monday through Friday, Pacific Time. Provide your typical technical/functional support hours and describe methods of support (talk to a person, e-mail, etc.)	N/A	Describe	
E17:	Describe the step by step process by which an end user would submit a customer support ticket.	N/A	N/A	
E18:	What is customer support's promised response time to client support requests?	N/A	N/A	
E19:	Guaranteed response time for production-down support should be less than thirty (30) minutes from when the incident was reported.	Preferred		
E20:	On-site training is included after implementation.	Preferred		

E21:	Online help website and product knowledge base and/or user forums is available to clients.	Preferred		
E22:	Describe your professional services offerings and how they could be leveraged to improve the implementation.	N/A	N/A	
E23:	Provide a typical implementation plan including timelines and milestones.	N/A	N/A	
2.0 Application Deployment – (fill in if applicable)		Required or Preferred	Proposer Response Code	Proposer Response(s)
E24:	Specify the browsers/versions compatible with the application.	N/A	N/A	
E25:	Describe any plugins or other objects that are needed to run the application.	N/A	N/A	
E26:	Single Sign-On authentication compatible with SAML 2.0 standard.	Required		
E27:	Do you provide fully featured Application Program Interface (APIs) (inbound and outbound?)	Preferred		
E28:	Do you provide batch file interface transfers via sftp using SSH keys?			
E29:	Do you provide SCIM Synchronization with Azure? System for Cross-Domain Identify Management (SCIM)	Preferred		
E30:	Do you provide Shareable Content Object Reference Model (SCORM) Compatible/Compliant with Learning Management System?	Preferred		
E31:	Describe the network load/traffic created by this application, and technologies used to minimize the load.	N/A	N/A	
E32:	In the event the application is down, switch to failover site should be less than two (2) hours.	Required		
E33:	In the event of database damage/corruption, recovery (restore) point should be no greater than four (4) hours prior to failure.	Required		
E34:	Failover site must be geographically distant from primary site and outside the primary site typical disaster region (e.g. not on same fault line).	Required		
E35:	Database backups must be stored geographically distant from primary site and outside the primary site typical disaster region (e.g. not on same fault line).	Required		
E36:	Application Availability (uptime) should be 99% or better.	Required		
E37:	Minimum of twenty-four (24) hour notice to Western for scheduled outages.	Required		

E38:	All upgrades/patches should be installed in Western's test instance and Western will be provided at least seven (7) days review time prior to production upgrade.	Preferred		
E39:	All upgrades/patches should be applied to production outside of M-F 7 am - 6pm PT.	Required		
E40:	Describe the typical updates/patches cycle/frequency.	N/A	N/A	
E41:	Describe what assistance you can provide the University in updating or making global changes?	N/A	N/A	
E42:	Where and/or with what cloud provider is the datacenter hosted?	N/A	N/A	
E43:	Submit a list of current audits and certifications for the data center and internal processes (e.g.SSAE 16, ISO/IEC 27001)	N/A	N/A	
E44:	Perform data center operations and maintenance throughout the life of the contract. Add timely updates and security patches to components of the production, test and all other accessible environments, including but not limited to: <ul style="list-style-type: none"> * Hardware * Operating systems * Database systems * Application and other software * Utilities for systems, database, software, communications * Drivers * Configurations 	Required		
E45:	Describe the data center access policies.	N/A	N/A	
E46:	Describe the data access policies and procedures.	N/A	N/A	
E47:	Describe data breach notification process.	N/A	N/A	
E48:	Describe the amount of content storage the solution provides.	N/A	N/A	
E49:	Describe how customer data is isolated for the proposed solution. Is this application single tenant or multi-tenant?	N/A	N/A	
E50:	Describe where the data is encrypted (at rest, in transit, or in use).	N/A	N/A	
E51:	Are all web connections HTTPS?			
E52:	Describe the backend database/platform.	N/A	N/A	
E53:	Describe how Western's data will be used by the vendor and other entities not part of Western, including uses of aggregate data.	N/A	N/A	
E54:	Describe how Western will access the data outside of the application (APIs, etc.)	N/A	N/A	
E55:	Western's data will be owned by Western.	Required		

E56:	All Western data will be made available to Western upon contract termination.	Required		
E57:	The application is either written responsively or has a mobile application.	Preferred		
3.0 Application Deployment – On Premise (fill in if applicable)		Required or Preferred	Proposer Response Code	Proposer Response(s)
E58:	Specify the browsers/versions compatible with the application.	N/A	N/A	
E59:	Describe any plugins or other objects that are needed to run the application.	N/A	N/A	
E60:	Do you provide batch file interface transfers via sftp using SSH keys?			
E61:	Single Sign-On authentication compatible with SAML 2.0 standard.			
E62:	Describe the network load/traffic created by this application, and technologies used to minimize the load.	Required		
E63:	Provide detailed information on the hardware, operating systems, database management systems, application technology, and any additional software that is required to make the system fully functional including information on the number of servers required, firewalls, and minimum requirements for end-user devices.	N/A	N/A	
E64:	Provide a diagram of the product's overall architecture.	N/A	N/A	
4.0 Marketing and Communication: Functions and Features		Required or Preferred	Proposer Response Code	Proposer Response(s)
E65:	Describe how the product segments and personalizes communications, based on a wide range of data points (e.g. biographic, demographic, behavioral, interests, preferences) provided by students, faculty and staff.	N/A	N/A	
E66:	Describe ways that communications are supported and deployed in a timely manner across multiple channels, such as traditional print, email, web, social media, phone, SMS (text), and other emerging technologies.	N/A	N/A	
E67:	Describe the message delivery methods. Include details on about each of these methods, and any additional ones you may have: Prescribed schedule(s), Ad-hoc (one-off), Broadcast (mass) and Individually tailored.	N/A	N/A	
E68:	Explain how the product allows for the review of all outgoing and incoming	N/A	N/A	

	communication generated, regardless of medium.			
E69:	Explain how individual contacts made are entered into the system, whether by a staff member (e.g. phone calls, email) or a student,	N/A	N/A	
E70:	Does your product use authenticated SMTP to send email?	N/A	N/A	
E71:	Does your product allow for SPF and DKIM setup for sending as a member of the @wwu.edu domain??	Preferred	N/A	
E72:	Does your product support the use of a [someone]@[productname].vendor.wwu.edu as a valid email address?	N/A	N/A	
E73:	Explain how individual contacts made are entered into the system, whether by a staff member (e.g. phone calls, email) or a student,	N/A	N/A	
5.0 User Experience (Student and Staff): Functions and Features		Required or Preferred	Proposer Response Code	Proposer Response(s)
E74:	Illustrate the product's "portal," providing details on the entry and updating of data by students and University staff. In addition, highlight any aspects of the product that pertain to self-service, activity review, and engagement.	N/A	N/A	
E75:	Describe how the product supports the creation of, and subsequent changes to, student "personas" based on characteristics and behaviors data changes. Who can make these changes (e.g. student, University staff)?	N/A	N/A	
E76:	Outline the ways in which input forms are created, configured or customized based on needs or requirements.	N/A	N/A	
E77:	Detail how users can upload supporting documentation and materials.	N/A	N/A	
E78:	Have you integrated with Banner for Automatic Student Account Hold Removal?	Preferred		
E79:	Describe how the product allows the loading of large batches of documents submitted in electronic form, imported from third-party systems, or internally generated.	N/A	N/A	
E80:	Describe how the product provides notifications to internal staff (e.g., administrators, systems) based on student change in status.	N/A	N/A	
E81:	Express the product's user experience and performance across multiple operating systems (e.g. Windows, iOS) and devices (e.g. pc, tablet, mobile).	N/A	N/A	

E82:	Define how the application provides management for various types of training programs and outreach events.	N/A	N/A	
E83:	Detail how the product sets guest limits by event type and/or date.	N/A	N/A	
6.0 Reporting and Analytics: Functions and Features		Required or Preferred	Proposer Response Code	Proposer Response(s)
E84:	Describe the different types of customizable and configurable reports and analytics (e.g. dashboards).	N/A	N/A	
E85:	Outline how the product draws on data for year-over-year analyses (i.e. trends).	N/A	N/A	
E86:	Describe how the product reports on different metrics based on stage of the funnel (e.g. conversion rates), engagement (e.g. application page bounce rate, event registration), and media utilization (e.g. web page bounce rates, e-mail open rates).	N/A	N/A	
7.0 Systems Interfaces and Data Integrity		Required or Preferred	Proposer Response Code	Proposer Response(s)
E87:	Please list available ERP level interfaces (in/out) like demographics.	N/A	N/A	
E88:	Detail ways in which the product integrates with other key systems and services (e.g. Banner, SIS, CMS, email, web forms, SEO tools, project management, and others).	N/A	N/A	
E89:	Describes how the product handles processes for address verification and clean-up.	N/A	N/A	
E90:	Outline the ability for data archiving and retention.	N/A	N/A	
8.0 Security Questions		Required or Preferred	Proposer Response Code	Proposer Response(s)
E91:	Have you reviewed the State of Washington privacy laws? See the Office of Privacy & Data Protection: https://watech.wa.gov/Privacy	Required	N/A	
E92:	Have you reviewed Securing Information Technology Assets Standards, OCIO 141.10 from the State of Washington Office of the Chief Information Security Officer? See OCIO 141.10:	Required	N/A	

	https://ocio.wa.gov/policy/securing-information-technology-assets-standards			
E93:	Are you aware that depending you will have to complete a security design review with Western Washington University which may include some provisions not covered here prior to any bid being accepted?	Required	N/A	
	GOVERNANCE			
E94:	Your organization has written information security policies.	Required		
E95:	Your organization has information classification procedures.	Required		
E96:	Your organization has a designated data governance manager.	Required		
	RISK ASSESSMENT	Required		
E97:	Your organization has a documented and implemented risk assessment program.	Required		
	ASSET MANAGEMENT	Required		
E98:	Your organization has an asset management program or solution.	Required		
E99:	Your organization's asset management program/solution addresses the treatment, handling, disposal, destruction, and reuse of media / assets that contain confidential data.	Required		
	DATA CENTER AND PHYSICAL AND ENVIRONMENTAL PROTECTIONS	Required		
E100:	The data center housing your assets has physical and environmental protections.	Required		
	EMPLOYEE SECURITY	Required		
E101:	Your organization conducts background checks on employees when hired.	Required		
E102:	Your organization requires employees to sign agreements that require non-disclosure, preservation of confidentiality, and acceptable use of systems and data.	Required		
E103:	Your organization has documented and implemented approval and notification processes for new user access requests, changes in access levels and employee termination.	Required		
	USER ACCOUNTS, PASSWORD MANAGEMENT, AND AUTHENTICATION	Required		
E104:	For local user accounts, passwords are NOT stored in plain text.	Required		
E105:	Your application integrates with Microsoft Active Directory or Azure Active Directory. This can also be via LDAP or Kerberos support.	Required		
E106:	Your application supports multifactor authentication (MFA).	Required		

E107:	Your application supports specifically Azure MFA.	Required		
E108:	Your application supports Central Authentication Service (CAS) for single sign-on to web applications.	Required		
	ACCESS CONTROL AND AUDITING	Required		
E109:	Your application supports role-based access control.	Required		
E110:	Your organization leverages segregation of duties for access to application, network, and server resources, including segregation between those requesting access to resources, those approving access, and those granting access.	Required		
E111:	Your organization reviews all access to resources at least annually.	Required		
	NETWORK SECURITY	Required		
E112:	Your internal network is protected by a border firewall that restricts ingress except for necessary IP addresses and ports.	Required		
E113:	Internet accessible resources are segmented on a DMZ or network protected by access control lists (ACLs).	Required		
E114:	Your organization uses an intrusion detection and protection (IDS/IPS) system.	Required		
	REMOTE ACCESS			
E115:	Your organization requires employees to use MFA for remote network access to perform system administration tasks.	Required		
	ENCRYPTION			
E116:	Your organization encrypts data at rest using industry standard algorithms or cryptographic modules validated by the National Institute of Standards and Technology (NIST).	Required		
E117:	Your organization encrypts data in transit using industry standard algorithms or cryptographic modules validated by the National Institute of Standards and Technology (NIST).	Required		
	LOGS, MONITORING AND AUDITING			
E118:	Your organization collects logs from networking devices, servers and workstations and reviews them for security events.	Required		
E119:	Your organization has processes in place to monitor and automatically alert on security incidents.	Required		
	SYSTEM MAINTENANCE			

E120:	Your organization uses security baselines for networking devices, workstations, servers, databases, and applications.			
E121:	Your organization has documented and implemented patch management processes.	Required		
	MALWARE PREVENTION	Required		
E122:	Your organization has a documented malware prevention strategy and associated procedures.	Required		
	VULNERABILITY ASSESSMENTS	Required		
E123:	Your organization performs regularly scheduled vulnerability assessments.	Required		
	SECURE DEVELOPMENT	Required		
E124:	Your organization uses a documented, approved, published, communicated, and implemented Secure Development Lifecycle (SDLC).	Required		
E125:	Your SDLC includes static code scanning, dynamic testing/penetration testing (if applicable), and peer code review.	Required		
E126:	Your organization reviews code for the top OWASP (The Open Web Application Security Project) vulnerabilities (if applicable).	Required		
E127:	Your organization separates development, testing, and production environments.	Required		
	BACKUP, DISASTER RECOVERY, AND BUSINESS CONTINUITY	Required		
E128:	Your organization has Disaster Recovery and Business Continuity plans and tests these plans annually.	Required		
	INCIDENT RESPONSE	Required		
E129	Your organization has an incident response plan and it has been tested.	Required		

APPENDIX B 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 E.

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

Contractor shall not use in its external advertising, marketing programs, publicity or other promotional efforts, whether such efforts are paid strategies or unpaid earned strategies, any data, visual depictions (including photographic, video and animated images), or other representation of the University except on the specific, written authorization in advance by University Marketing.

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 and final proof approval from the Office of University Marketing at creative@wwu.edu. Such use must comply with the University's Brand Standards, including allowable logo usage as outlined on the WWU Design System website. 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 C
SAMPLE SERVICE AGREEMENT**



An Equal Opportunity University

Western Washington University – Services Agreement

Contract ID #:

Contract Type: Service

WWU Responsible Department: Civil Rights and Title IX Compliance (CRTC), Prevention and Wellness Services (PWS) and Human Resources (HR)

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: Prevention and Wellness Education and Training.

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 the address below:

Western Washington University
Accounts Payable
516 High Street, MS-XXXX
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:

A. Marketing & Publicity

Contractor shall not use in its external advertising, marketing programs, publicity or other promotional efforts, whether such efforts are paid strategies or unpaid earned strategies, any data, visual depictions (including photographic, video and animated images), or other representation of the University except on the specific, written authorization in advance by University Marketing.

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

The Contractor recognizes and acknowledges that all rights and goodwill in the University's name, logo, trademarks 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 and final proof approval from the Office of University Marketing at creative@wwu.edu. Such use must comply with the University's brand standards, including allowable logo usage as outlined on the WWU Design System website. The University reserves the right to terminate the Contractor's license or permission for such use at any time and without cause being stated.

C. 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 DATA SHARING AND PRIVACY AGREEMENT

THIS DATA SECURITY AND PRIVACY (DSPA) IS HEREBY INCORPORATED INTO AND AMENDS THE ATTACHED CONTRACT BETWEEN WESTERN WASHINGTON UNIVERSITY (UNIVERSITY) AND VENDOR, AS OF THE “EFFECTIVE DATE” LISTED BELOW. In consideration of the mutual promises in the Contract and other good and valuable consideration, the parties agree as follows:

I. DEFINITIONS

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

II. DECLARATIONS

Parties understand and acknowledge:

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

III. OPERATIVE PROVISIONS

STANDARD OF CARE

- Vendor represents and warrants that, with regard to protecting the confidentiality,

availability, and integrity of University Data, and safeguarding the privacy rights of individuals identified by University Data, the Work shall be undertaken with all due care, skill and judgment commensurate with good professional practices.

- Vendor represents and warrants that the Work shall be undertaken by fully trained and experienced professional personnel capable of efficiently performing work commensurate with the required standard of care.

PRIVACY

- **General duty to limit collection and use of data.**

Vendor represents and warrants that in connection with the Work:

- All use of University Data by Vendor Group shall be strictly limited to the direct purpose of performing the Work, except to the extent that University has expressly granted permission in writing for such additional uses.
 - Collection of data which identifies individuals shall be limited to the minimum required by the Work and specified in Exhibit 3.
 - Where University is subject to duties and restrictions over the permissible use of University Data arising from the rights of third parties, Vendor Group is bound by and shall comply with any and all such duties and restrictions.
 - If the Work, in whole or part, involves access or delivery of information via a public-facing web site, then Vendor represents and warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Work. Vendor's privacy policy will provide end-users with a written explanation of the personal information collected about end-users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.
 - If Vendor Group creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from University Data, then Vendor Group's use of such data shall be strictly limited to the direct purpose of the Work and Vendor Group's technical security operations and systems maintenance. Vendor Group is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Vendor Group solicit consent from the identified individual to do so unless the Contract defines a means to do so that does not unduly burden individual privacy rights.
 - Markings shall be preserved on all University Data indicating copyright, trademark, other proprietary intellectual property interest, reason for confidentiality, or restrictions on distribution.
- **General duty to protect the confidentiality of University Data.**

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

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

(a) the information is available to the public, but not due to a Data Breach, or fault of the Vendor; or (b) the record and information was independently obtained by Vendor from a third party who is lawfully in possession of such information and not bound by a non-

disclosure obligation with respect to such information; or (c) the record and information was already in Vendor's possession for reasons unrelated to the Contract or an existing agreement with University.

COMPLIANCE

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

COMPELLED DISCLOSURE

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

DATA BREACH Response

- If the nature of the Work involves Vendor Group equipment, software, product(s), host(s), network(s), or environment(s) that may expose University Data to a potential Data Breach, then Vendor shall have an appropriate incident response plan. University may, at its discretion, require Vendor to participate in response planning for Data Breach scenarios and/or "lessons learned" activities following an event that was or might have been a Data Breach.
- If Vendor has reason to believe that Data Breach(es) may have occurred on any of Vendor Groups' equipment, software, products, host(s), network(s), or environment(s), then Vendor shall promptly (and shall not exceed the time periods as may be required by applicable law) alert the University while also taking such immediate actions as may be necessary to preserve relevant evidence, identify the nature of the event, and contain any Data Breach. As soon as becomes practicable, Vendor shall provide the University a written notice describing the Data Breach incident, and provide University further information updates to help University understand the nature and scope of the event. Vendor shall advise University as to what information and assistance is needed from University in order to eliminate the cause, and mitigate the adverse effects of any Data Breach. Vendor shall prioritize devoting sufficient resources as may be required for this effort.
- University may direct Vendor to provide notice and credit monitoring, at Vendor's expense, to the third parties (such as private individuals, entities, and official bodies) determined by University to require notification, or University may do so itself. Unless

Vendor is compelled by law to provide notification to third parties in a particular manner, University shall control the time, place, and manner of such notification.

- If recovery from the adverse effects of the Data Breach necessitates Vendor's assistance in the reinstallation of Vendor Group's technology product(s) (including hardware or software) that are connected with the Work, then Vendor shall cause such assistance in reinstallation to be provided. If Vendor Group is responsible for the Data Breach, then reinstallation assistance shall be at no cost to the University.
- If it appears to the University, in its sole discretion, that services or technology provided by the Vendor are a source of the Data Breach, and present an unreasonable risk, then the University may opt to discontinue use of that source of the Data Breach and the University's corresponding payment obligations under the Contract shall be adjusted equitably.

INFORMATION SECURITY ARCHITECTURE

- This section III.6 applies to the extent that Vendor Group owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain University Data.
- Vendor represents and warrants that the design and architecture of Vendor Group's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-in-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data. The controls should be comparable to those specified in the Washington State, Office of the Chief Information Officer OCIO 141.10, Securing Information Technology Assets.
- Vendor shall cause Vendor Group to make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard University Data.
- Vendor shall cause Vendor Group to follow change management procedures designed to keep Vendor Group's systems current on security patches, and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.
- To the extent that the Work involves software that was developed, in whole or part, by any of Vendor Group, then Vendor represents and warrants that such portion of the Work was developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.
- Vendor Group shall have appropriate technical perimeter hardening. Vendor Group shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of Malicious Code.
- Vendor Group shall have access, authorization, and authentication technology and procedures appropriate for protecting University Data from unauthorized access or modification, and capable of accounting for access to University Data. The overall access control model of Vendor Group systems shall follow the principal of least privileges.
- Vendor Group shall safeguard University Data with encryption controls of at least 256 bit over University Data both stored and in transit. Vendor Group shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised.
- Vendor Group shall maintain a process for backup and restoration of data. Vendor represents and warrants that within the context of the Work, the appropriate members within Vendor Group are included in and familiar with a business continuity and disaster recovery plan.
- Vendor Group facilities will have adequate physical protections, commensurate with leading industry practice for similar Work.
- Vendor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure

that the security and privacy standards and practices of Vendor meet or exceed the requirements set out in this DSPA. Upon written request, Vendor shall furnish University with an executive summary of the findings of the most recent risk assessment.

- University reserves the right to conduct or commission additional tests, relevant to the Work, in order to supplement Vendor's assessment. Vendor shall cause Vendor Group to cooperate with such effort.
- If the findings of the risk assessment identifies either: a potentially significant risk exposure to University Data, or other issue indicating that security and privacy standards and practices of Vendor do not meet the requirements set out in this DSPA, then Vendor shall notify University to communicate the issues, nature of the risks, and the corrective active plan (including the nature of the remediation, and the time frame to execute the corrective actions).

DSPA RIGHTS AND REMEDIES

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

INFORMATION SECURITY AND PRIVACY INDEMNIFICATION

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

INFORMATION SECURITY AND PRIVACY INSURANCE

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

- employees, agents and volunteers as an additional insured and contain an appropriate severability of interests clause. This requirement is waived for professional liability policies.
- Include a waiver of subrogation in favor of University.
 - Include cross-liability coverage
 - Be primary as to any other insurance or self-insurance programs afforded to or maintained by University.
- The types of coverages required under the Contract by this DSPA are:
- **Internet Professional Liability/ Media Liability/ Errors and Omissions Coverage**, with limits of at least \$2 million per occurrence / in the aggregate. Relevant policies must include coverages for:
 - Where the nature of Work includes providing a service for a fee: claims arising out of a failure of the insured's **internet professional services** or claims arising out of the rendering or failure **technology services** by insured. Works requiring cover include, without limitations, activities by Vendor's as an internet service provider, application service provider, web portal, web content developer, web site or web-facing application designer, professional services provider that delivers some portion of such services over the internet. Types of claims include, without limitation: any form of improper "deep-linking", plagiarism, misappropriation of intellectual property, and/or unauthorized disclosure of trade secret, confidential, or other protected private or personal information.
 - Where the nature of the Work includes providing or relying upon a product: claims arising from the failure of **insured technology products** (including hardware and software) to perform its intended function or purpose.
 - Where the nature of the Work includes any activities involving access by Vendor to University's hosts or networks, and/or requires Vendor Group to store University Data: claims arising from insured **security / privacy** controls failure including but not limited to: failure of contractor to prevent the transmission of Malicious Code; failure to prevent unauthorized host or network use; failure to prevent unauthorized host or network access; failure to handle, manage, store, destroy, or otherwise control University Data; failure to prevent collection of protected personal information.
 - **Cyber Liability/ID Theft and Extortion Insurance**, with limits of at least \$2 million per occurrence and in the aggregate. Relevant policies must include coverages for:
 - Claims arising from **Cyber Extortion** or any credible threat or series of related threats to attack insured hosts or networks in a specific way.
 - Claims arising from **Crisis management, response costs and public relations expense**.
 - Claims arising from a **Loss of Data** or **Denial of Service** incident effecting insured host(s) or network(s)
 - Where the potential net aggregate compensation paid or to be paid by University to Vendor over the term of the Contract exceeds \$25,000: **Umbrella liability**, with limits of at least \$1 million in the aggregate in support of the "Information Security and Privacy Indemnity" obligations voluntarily assumed by Vendor under §III.8 of this DSPA, which after other coverages required of Vendor Group under the Contract or this DSPA, shall be primary to any other insurance of the University, but only for the risks and liabilities assumed under

the Contract or this DSPA.

- Vendor shall include all entities within Vendor Group as insureds under all applicable required insurance policies of Vendor. Alternatively, each entity within Vendor Group may maintain such coverages that comply fully with all insurance requirements stated herein and shall furnish separate certificates of insurance per the requirements herein. Failure of any member of Vendor Group to comply with insurance requirements does not limit Vendor's liability or responsibility.
- Vendor shall provide the Western Washington University Procurement Office, at 333 32nd Street., Bellingham, WA 98225, with a certificate of insurance evidencing proof of insurance coverage, within thirty (30) calendar from the Effective Date of the Contract, or prior to commencement of the Work, if requested by University. Vendor shall furnish to University copies of renewal certificates of all required insurance within thirty (30) calendar days after the renewal date. Vendor shall make a best effort to cause certificates of insurance to expressly indicate compliance with each and every insurance requirement specified in this section. If not, Vendor shall provide a statement describing how the certificates satisfy the requirements in this section within thirty (30) calendar days of this Contract's Effective Date. Either insurer(s) or Vendor shall provide University with thirty (30) days prior written notice of either a material change in coverage or termination of policy. Upon request, Vendor shall further provide the Western Washington University Procurement Office with a copy of the relevant binders or full policy.
- By requiring insurance herein, University does not represent that coverage and limits will be adequate to protect Vendor. Such coverage and limits shall not limit Vendor Group's liability under the indemnities and reimbursements granted to University in this Contract.
- If it is determined judicially or by future legislation or rule that the monetary limits of insurance required hereunder or the indemnities assumed under this paragraph exceed the maximum monetary limits or scope permitted under law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits or scope permitted under law.
- In addition to other remedies under the Contract and this DSPA, if Vendor fails to maintain all insurance coverages required by this DSPA, then University may obtain such missing coverage on Vendor's behalf and at Vendor's expense, or University may require that Vendor obtain appropriate coverages as a corrective action plan, per Section III.9 of this DSPA.

TERMINATION PROCEDURES

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

OPPORTUNITY TO CURE

In the event of a material breach of the DSPA by Vendor Group, the University reserves its rights to terminate the Contract and seek all other available remedies. In lieu of immediately exercising the right to terminate, University may opt to extend to Vendor an opportunity to cure Vendor Group's material breach, and shall contact the Vendor, in writing, to describe issues where corrective action is sought. Within ten (10) business days, Vendor will provide a response, in writing, to explain how Vendor shall address all issues to University's satisfaction. If the Vendor's response is, in whole or part, unacceptable to University, then University may refer the matter to the dispute resolution provision of the Contract, or seek other reasonable means to resolve outstanding issues. To the

extent that the Vendor's response describes acceptable corrective actions, then University and Vendor shall coordinate in furtherance of executing Vendor's corrective actions. Vendor shall make a written request to University to confirm that satisfactory performance of corrective actions has cured the material breach. Such acceptance shall not be unreasonably withheld.

SURVIVAL; ORDER OF PRECEDENCE

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

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

UNIVERSITY

VENDOR

X:X:

By: By:

Title: Title:

Date: Date:

OPTIONAL EXHIBIT 1 - Identification of Contract and Contacts

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

ADDITIONAL REFERENCE INFORMATION

Contract identification

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

Contract title and/or number:

Date of Contract execution:

Contract refers to University party of DSPA as:

Contract refers to Vendor party of DSPA as:

Contact Information

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

University Contact name:

Vendor Contact name:

University Contact Department/Organizational Unit:

Vendor Contact telephone:

University Contact telephone:

Vendor Contact email:

University Contact email:

Vendor Contact address:

University Contact address:

OPTIONAL EXHIBIT 2 – INFORMATION SECURITY AND PRIVACY ASSURANCE DOCUMENTATION

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

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

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

MANDATORY EXHIBIT 3 – DATA SHARED

The parties must specify the data shared, the data source, the authority to share the data, and the Western data classification.

Data Item ¹	Data Source ²	Data Description ³	Legal Authority ⁴	Classification ⁵

1. The name of the data elements being shared such as First Name or Email Address. For complex data sets, a general description of the data set will suffice.
2. The system and system owner such as Western Washington’s Banner student information system.
3. A description of the data element. This field is optional if the Data Item name is self-explanatory like First Name.
4. The Authority is the legal or regulatory reference.
5. The Western classification of the data.

- **Category 1 – Public Information**

Public information is information that can be released to the public. It does not need protection from unauthorized disclosure but does need protection from unauthorized change that may mislead the public or embarrass the University. The University’s public website (www.uw.edu) is an example.

- **Category 2 – Sensitive Information**

Sensitive information is not specifically protected by law, but should be limited to official use only, and protected against unauthorized access. An example is the documentation of a business process.

- **Category 3 – Confidential Information**

Confidential information is information that is specifically protected by law. It generally includes:

- Personal information about individuals, regardless of how that information is obtained.
- Information concerning employee payroll and personnel records.
- Source code of certain applications programs that could jeopardize the integrity of the University data or result in fraud or unauthorized disclosure of information if unauthorized modification occurred.

- **Category 4 – Confidential Information Requiring Special Handling**

Confidential information requiring special handling is information for which:

- Especially strict handling requirements are dictated, e.g. by statutes, regulations, or agreements.
- Serious consequences could arise from unauthorized disclosure, ranging from life threatening to legal sanctions.

Examples include Protected Health Information (PHI/HIPAA), Educational Records (FERPA), and Substance Use Disorder (SUD) records.

**APPENDIX E
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 F

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

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: _____